9517

✓ ✓

INFORMATION FROM R.C.M.P.

Date 9-4-4

Our File No. 9517

Full Name TOYOSAKI - Shigematsu.
(Surname in Block Letters)

Age 5-1-04

Registration No. 00267 [✓ Male] - Female
(check)

Former Address 914 Davie St: Vanc.
Jasper, Alta.

Date Evacuated Mar. 2/42. Naturalized - Canadian-Born - [✓ National]
(check)

Present Address 156 Augusta ave. Toronto. ont. 24/9/46.
Slocan, B.C.

Married - [✓ Single]
(check)

Name of Wife —

Name of Husband —

Name of Father Morinosuke - dec'd

Name of Mother Kimi (dec'd)

Names of Children under 16

Registered with Custodian (Yes or No)

Requested by Asst.

Additional Information Cleaner & Dyer

Rec'd)

No)

RE - SUGAYA, Miss Kuniko
TOYOSAKI, Shigematsu
1002 West Georgia Street, Vancouver, B. C. - 01071

"Fashion Cleaners" YOUR FILE NOS. 12300 & 9517

---

1. Further to the rental arrangement agreed to by Miss Sugaya on behalf of her uncle, Shigematsu Toyosaki, owner of the equipment and machinery of the Fashion Cleaners, with Mr. Barney Pullan, Mr. J. A. MacLennan of Norris & MacLennan, drew up a Hire Agreement between the Secretary of State of Canada and the said Mr. Pullan. The conditions of this Agreement are in accordance with previous indentures of a similar nature already approved by your Office.

2. The main provisions of the Lease Agreement are as follows: Term of the Lease - two years; Monthly rental of the equipment - $10.00.

3. In accordance with the practice now established it is proposed to have this Indenture registered at the Court House. The four copies are enclosed herewith for Mr. MacPherson's signature and if these are returned to me I will see that the registration is attended to.

4. The account for professional services is enclosed herewith, amounting in all to $15.50. Of this amount Mr. Pullan has already paid his share amounting to $7.00. The reason for the Japanese share being $1.50 more is that the registration of the document is for his protection.

5. I have received on account of Toyosaki from Mr. Pullan $10.00 covering the first month's rent from the 31st, August, to the 30th September, and also $5.00 covering the adjustment of the licence fee for the balance of the year. From this amount I am remitting to Norris & MacLennan the amount of $8.50 covering legal fees incurred.

6. The premises changed hands on the date of the indenture, namely, the 31st of August, and Miss Sugaya advises me that there is no other moveable property which will be left in the Custodian's care other than the inventory incorporated in the Rental Agreement.

Under the circumstances my services to you in this case are ended with the exception of the collection of the monthly rental of the chattels which I will attend to unless instructed otherwise by your Office.

Campbell

September 3rd, 1942.

Files 12300
9517

RE - SUGAYA, Miss KUNIKO.

SHIGEMATSU TOYOSAKI,

1002 West Georgia Street, Vancouver, B. C. - 01071

"Fashion Cleaners" YOUR FILE NO. 12300 & 9517.

---

1. I have investigated the situation as outlined in Mr. Alexander's letter of the 22nd inst., and in a subsequent telephone call from Mr. Shears.

2. This Pressing and Dressmaking establishment, known as the "Fashion Cleaners" is actually owned by Shigematsu Toyosaki who is evacuated. He is the Uncle of Miss Kuniko Sugaya who was, up to the present, operating the establishment and who, I understand, has made a Declaration to your Office including the equipment of this property, a copy of which "JP" form has now been received by myself.

3. There was a point raised by Mr. Shears with regard to an amount of approximately $600.00 owing by Toyosaki to Miss Sugaya's Mother. I have ascertained that this is simply a personal loan and has no connection with Toyosaki's ownership of the business. I have the City License for the business on hand in his name, and Miss Sugaya has confirmed this situation. The whole matter is within the family and the proposed distribution of the rental proceeds which will arise from this situation has been mutually agreed on by the Uncle, Toyosaki, Miss Sugaya and her Mother.

4. When investigating the situation, I found that Miss Sugaya was preparing to enter into a Rental Agreement with Mr. Barney Pullan, of 747 East 25th Avenue, who previously owned and operated a large Wholesale Dry Cleaning establishment which he had just sold. There is apparently no reason for this Agreement not being completed. I have advised Mr. Pullan that The Secretary of State of Canada, on behalf of Shigematsu Toyosaki, was prepared to do so on the usual two year lease for the monthly rental of $10.00 agreed to by himself and Miss Sugaya, on behalf of her Uncle, Toyosaki, I am enclosing a copy of my letter to him herewith, on which he has acknowledged receipt of same and agreed to the arrangements as outlined therein.

5. I have instructed the Solicitor, Mr. J. A. MacLennan, to draw up a Hire Agreement covering these chattels which is to be signed on Monday, the 31st of August, at his Office by Mr. Pullan and will then be forwarded to your Office for Mr. McPherson's signature in his official capacity.

6. I had an inventory of the chattels made, copies of which were initialed by both parties, one of which copies is enclosed herewith. This list of equipment and fixtures will, of course, be incorporated in the Hire Agreement.

7. Miss Sugaya has requested that the $10.00 monthly rental be applied as follows: Both she and her Father, Yasunosuke Sugaya, have Insurance Policies with the Prudential Insurance Company as follows:-

Kuniko Sugaya, No. M-5684575 - $350.00, Premium $3.50

Yasunosuke Sugaya, Nos. 393431675/6 - $650.00, Premium $6.50

Re- Sugaya, Miss Kuniko

Shigematsu Toyosaki.

The total monthly premiums of these, it will be noted, amounts to the $10.00 monthly rental which will be collected. She advises me that this arrangement is satisfactory to Shigematsu Toyosaki and requests that your Office write him, asking for his confirmation of these instructions for the disbursement of the rental of the chattels. I find I have not on file Toyosaki's evacuated address but will obtain same and advise you of it when forwarding the lease which is being prepared.

8. I understand that the articles covered by this Hire Agreement are all the property declared and on receipt of my subsequent report, and the completion of the Hire Agreement by Mr. McPherson, our respective files in this case can be closed.

Campbell

August 28, 1942.

August 26, 1942.

Barney Pullan, Esq.,
747 East 25th Avenue,
Vancouver, B. C.

Dear Sir:

Re- "Fashion Cleaners"
1002 West Georgia Street.

This is to confirm the fact that the Secretary of State of Canada, acting in his capacity as Custodian of Enemy property, is leasing to you, for a period of two years, renewable, at the discretion of the Custodian, for a monthly rental of $10.00, the equipment and chattels of the above Pressing Shop owned by Shigematsu Toyosaki.

This lease is to date from the 1st of September, 1942, and I hereby acknowledge, on behalf of the Custodian's Office, the sum of $10.00 coverint the first month's rent.

I am enclosing herewith copy of the inventory of these chattels and equipment, which you have already signed as being complete and correct.

A Hire Agreement covering these chattels is now being drawn by the Solicitor, which will be ready for your signature in the course of the next few days. It is understood that you will be responsible for half the legal fees in this connection, your share of which will not exceed $7.50.

The future monthly rent under the proposed chattel agreement will be payable to myself as Agent for the Office of the Custodian.

Will you be good enough to sign the acknowledgment and agreement to the above arrangements, as outlined, on the carbon copy thereof and return this copy to me.

Yours very truly,

H. D. CAMPBELL.

Per.

Agent for the Office of the Custodian
in this matter.

RCM:JM

I acknowledge receipt of the original of the above letter and I agree to the arrangements as outlined.

B. Pullan

(B. Pullan)

INVENTORY

FASHION CLEANERS

1 National Pressing Machine, Model 42WO, Serial No. 7W 40483
1 Gas boiler - with gas pipes, water pipes
1 Safety valve
1 Show case - 4 glass sliding doors, 104x33x80
1 Working table - 68x33
1 Counter - 7 drawers, 2 sliding doors, 24x58
2 Mirrors - 44x53 30x78 in frame
1 Hotpoint Iron. Cat F 18, 575 W 115 V, Canadian General Electric Co. Ltd. H.E. P.C. App. No. 336 - Toronto, Canada
1 Ironing cord
3 Shoulder pads
1 Spotting brush
1 Paddler
2 Ironing boards (1 sleeve and 1 big)
1 Sleeve stretcher
1 12" ruler
2 Tape measures
1 Roll wrapping paper (used)
1 Cone string (used)
2 Spool racks
1 Bucket
1 Broom
1 Whisk
⊗ 1 Sofa
4 Display cards
500 Check cards
2 Rubber stamps
1 Waste paper basket
2 Union Jack Flags
2 Scissors
1 Brass lamp stand.
1 Model (ladies)
1 Mop
1 Grease gun
1 Dust pan
1 Ironing table
2 Pipes for hanger
1 Pipe wrench 14"
⊗ 1 Sewing Machine Table (no [illegible] head) - BP

⊗ moved to auction Feb 11th 44 Spain
no value.

File No. 9517 — **SUMMARY** — September 27th, 1946

— **REAL ESTATE** —

Shigematsu TOYOSAKI,
Reg. No. 00267

No Real Estate interest is revealed on the file by Shigematsu TOYOSAKI.

The above Summary is certified to be in accordance with the information on file, September 27th, 1946.

B.R. Dusenbury

B.R. Dusenbury,
Administration Department.

REG. NO.	NAME	FILE NO.
00267	TOYOSAKI, Shigematsu See also File No 12300	9517

COMPANY	POLICY NO.	AMOUNT	EXPIRATION			PROPERTY
			MONTH	DAY	YEAR	
Milwaukee Mechanics Insurance Company	Renewed - 2638	Pol #3048 Royal Plate $2000.00	Glass Gen. Sept.	23	1943	#1002 on the south side of Georgia Street West, in the City of Vancouver, B. C.
Royal Plate Glass & General Ins. Co.	Renewed - 3048	Pol # 3623 - $2,000.	Royal P. Glass Gen. Sept.	23	1944	1002 W. Georgia St. Vancouver, B. C.
Royal ~~[illegible]~~ Plate Glass & General Ins. Co.	3623 in name Barney Cullen	$2,000.	Sept.	23	1945	~~1002~~ 1004 W. Georgia St., Vancouver, B. C.

Custodian has no further interest Pol 3623

see B/S May 9 1945

File No. 9517 —— SUMMARY —— September 27th, 1946

-- FIRE INSURANCE--

Shigematsu TOYOSAKI,
Reg. No. 00267

Fire Insurance was maintained on the equipment and machinery at 1002 later 1004 West Georgia Street, Vancouver, while required, and was discontinued as to Shigematsu TOYOSAKI and Kuniko SUGAYA's interest at date of Bill of Sale May 9th, 1945.

The above Summary is certified to be in accordance with the information on file, September 27th, 1946.

B R Dusenbury
B.R. Dusenbury,
Administration Department.

File No. 9517 — **SUMMARY** —— September 27th, 1946

— LIABILITIES —

Shigematsu TOYOSAKI,
Reg. No. 00267

Reference is made to Liabilities Summary as February 5, 1946 on this file.

As indicated therein Mrs. SUGAYA was written to on February 5th, 1946 advising her of the situation in respect to the Fashion Cleaners of 1002 West Georgia Street and that the sale proceeds had been credited to the account of Shigematsu TOYOSAKI. The file does not reveal any reply - hence no further action was being taken. This is largely on account of the sketchy and uncertain nature of the references to it on the file, and also that there does not appear to be any evidence on her file #12961 or on TOYOSAKI's file No. 9517 that she ever filed a claim against TOYOSAKI.

No other indebtedness of Shigematsu TOYOSAKI is indicated on the file.

The above Summary is certified to be in accordance with the information on file, September 27th, 1946.

B R Dusenbury

B.R. Dusenbury,
Administration Department.

File No. 9517 — **SUMMARY** — September 27th, 1946

— PERSONAL PROPERTY —

Re:- Shigematsu TOYOSAKI,
Reg. No. 00267

Shigematsu TOYOSAKI operated a Japanese Clothes Cleaning and Valet Shop known as Fashion Cleaners at 1002 West Georgia Street and was owner of the Equipment therein. By rental arrangement by Miss Kuniko SUGAYA on behalf of her uncle Shigematsu TOYOSAKI with Barney Pullan, the chattels were leased for 2 years from September 11th, 1942 at a rental of $10.00 per month. Reference is made to Hire Agreement dated August 31, 1942 for particulars. Harold D. Campbell, Chartered Accountant, handled the collections under the said Agreement. Disbursements to Prudential Insurance Co. on account of Lif Insurance Premiums of Kuniko SUGAYA and Yasunosuke SUGAYA at $9.50 per month were also made by him. See his letter February 14th, 1944, for particulars. According to memo on requisition of May 11th, 1945, the rentals collected were continued to be used in payment of these premiums until sale of Equipment as March 21, 1945 when thereafter they were paid from the proceeds of the sale until and including September 1945. This action was with the approval of Shigematsu TOYOSAKI. The funds arising from the sale in April 1945 of the Equipment, that is $575.00, less the disbursements as indicated were kept in a joint account of Shigematsu TOYOSAKI and Kuniko SUGAYA, but were transferred to the personal account of Shigematsu TOYOSAKI as Aug.7/45- $521.24 - on written release by Kuniko SUGAYA dated July 10th, 1945.

It would appear that the foregoing gives a brief history of the file in respect to the administration and liquidation of the Equipment concerned, also the disposition of the funds arising from rentals and sale of same.

NOTE: Auction sheet 11-Feb. 24th, 1945 - 95 cents was credited direct to Shigematsu TOYOSAKI also Auction sheet 56 - Dec. 7th, 1945 $5.63.

No other Personal Property is indicated on the file.

The above Summary is certified to be in accordance with the information on file,
September 27th, 1946.

B R Dusenbury
B.R. Dusenbury,
Administration Department.

J. P. SMITH, K.C.
BARRISTER AND SOLICITOR

918 STANDARD BANK BLDG.
PHONE MARINE 7944

VANCOUVER, B.C.

April 13th, 1942.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
APR 13 1942

G. W. McPherson, Esq.,
Royal Bank Bldg.,
685 W. Hastings St.,
Vancouver, B. C.

Dear Sir:

A Japanese who ran a clothes cleaning and valet shop here has been sent to a camp somewhere in British Columbia. He left the shop in charge of someone who is trying to sell it. If a purchaser is found, will you please let me know what procedure must be followed. Do you take charge of such an asset in the same way that the Custodian of Alien Enemy Property takes charge of land ? Will the sale have to be reported to you, and must it meet with your approval before being completed ?

Please instruct me in this respect.

Yours truly,

J. P. Smith

LS
767

STORE - out

28th April, 1942.

J. P. Smith, Esq.,
Barrister and Solicitor,
918 Standard Bank Building,
Vancouver, B. C.

Dear Sir:

Re: Japanese Clothes Cleaning and Valet Shop

Replying to your recent letter in this matter I am enclosing a copy of Section 12 of P.C. 1665 under which the duty of looking after the property of Japanese evacuees is placed upon the Custodian.

If the owner of this business has been evacuated his property will have vested in the Custodian notwithstanding that he may not have registered it with the Custodian before leaving. This being the case it will be necessary to obtain approval of the Custodian's office before completing any deal.

If you would let me have the name of this Japanese I will be glad to let you know whether or not he has registered his property with us and if not, to get the necessary confirmation of his evacuation from the proper authorities.

Yours truly,

C. L. Drewry
Manager

CLD:LF

44 9 4 7450

J. P. SMITH, K.C.
BARRISTER AND SOLICITOR

918 STANDARD BANK BLDG.
PHONE MARINE 7944

VANCOUVER, B.C.

The file please

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
MAY 1 1942

April 30th, 1942.

Registered?

not registered!

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

Attention
Mr. C. L. Drewry

Dear Sirs:

Shigemetsu Toyosaki -
Fashion Cleaners & Dressmaker's Shop,
1002 West Georgia

I refer to my letter of April 13th, 1942, addressed to Mr. G. W. McPherson, referring to a Japanese who ran a clothes cleaning and valet shop and to your answer thereto of the 28th April, 1942. The Japanese referred to is Shigemetsu Toyosaki, who carried on business under the name of "Fashion Cleaners & Dressmaker's Shop" at 1002 West Georgia, Vancouver, B. C., phone MA 5519.

Mr. Toyosaki left for an evacuation camp about the end of February. He is at No. 1 Work Camp, Geikie, Alberta. He left Miss Kunuko Sugaya in charge of the said shop. The address of the latter is 914 Davie Street, Vancouver, B. C., where she lives with her mother, Hatsu Sugaya, who is Mrs. Y. Sugaya. I sent for Kunuko Sugaya. She called on me yesterday and told me that a Mr. Weir, of the United Cleaners, formerly Peace Cleaners, of 3223 Fraser, Vancouver, phone FA 0759, had been negotiating with her with regard to the purchase of the machinery and equipment of the said Fashion Cleaners store. Kunuko Sugaya says that the sewing machine on the said premises is hers, as it was bought with her money. She also says that her mother, Hatsu Sugaya, advanced to Shigemetsu Toyosaki the money wherewith the latter bought the pressing machine and the boiler used in connection with it. The money so furnished by Hatsu Sugaya was about $660.00. I told Miss Sugaya that she would have to see you about the sale of the said property. I told her also that she and her mother should file their claims with you. She told me that Shigemetsu Toyosaki would corroborate the above statements with regard to the purchase of the sewing machine and to the advancing of money for the purchase of a pressing machine and boiler.

presser only

Yours truly,

J. P. Smith

767
LS

May 14, 1942

see E (report)
Aug 22-42
to Campbell
re his [illegible]
Feb 4/46
S

Mr. Shigemetsu Toyosaki,
No.1 Work Camp,
Geikie,
Alberta.

Dear Sir:

We are informed by Mr. J.P. Smith of 918 Standard Bank Building, Vancouver, that you left about the end of February and that you entrusted Miss Kunuko Sugaya with the management of the Fashion Cleaners & Dressmaker's shop at 1002 West Georgia, Vancouver.

In connection with this matter we are informed that Miss Sugaya owns the sewing machine on the said premises and that it was purchased with her own money. We would appreciate your confirming this fact to us if possible.

Miss Sugaya and her Mother are said to claim that they advanced to you about $660. towards the purchase of the pressing machine and boiler used in connection with the said property. If this is true, we would appreciate your confirming this to us also.

We understand that there are certain negotiations towards the purchase of the machinery and equipment of the said Fashion Cleaners store, but before taking any steps towards authorising such a sale, we would like to have information from you giving us particulars of your rights and interests.

See Memo

As we do not have any registration form covering your assets and liabilities, we are enclosing three copies of our "JP" form and we ask that you return to us two completed, signed and witnessed copies in order that we may have a true picture and that you will be good enough to give us the additional information requested of you in this letter.

Also we would appreciate hearing from you as to whether or not you desire that sale to be made.

Yours truly,

R. P. Alexander,
Assistant Manager.

Encl.

RPA/PMH

12300 & 9517

20th August, 1942.

Alex Eastwood, Esq.,
British Columbia Security Commission,
Marine Building,
Vancouver, B. C.

Dear Sir:

Miss Kuniko SUGAYA, Police Registration No. 01071, called at this office this morning and reported that she had been instructed by the Security Commission to close up her business and enter Hastings Park on Saturday of this week. She stated that she had been informed by some individual in the Security Commission, on whom she called this morning, that this action had been taken because of the fact that she had failed to register her assets with the Custodian's office.

On looking into this matter our files do not indicate, nor do I recall any instance in which the Custodian's office has requested the Security Commission to order any individual of the Japanese race to discontinue business and enter Hastings Park because of the failure of such individual to register his or her assets with the Custodian's office.

It is possible that Miss Sugaya may have misunderstood the observations of some individual connected with the Security Commission with whom she conversed this morning and I hope that this is the case, but perhaps you may be good enough to find time to run this rumour down.

Yours truly,

R. P. Alexander
Manager

RPA:LF

0577/17300

THIS AGREEMENT made the 31ST day of August, A.D. 1942.

BETWEEN:

THE SECRETARY OF STATE OF CANADA, acting
in his capacity as Custodian, under and
by virtue of Order-in-Council P.C. 1665,
dated March 4, 1942, as amended,
Hereinafter called the "Owner"

OF THE FIRST PART

A N D:

BARNEY PULLAN, of 747 East 25th Avenue,
in the City of Vancouver, Province of
British Columbia, Wholesale Drycleaner,
Hereinafter called the "Hirer"

OF THE SECOND PART

WHEREBY IT IS AGREED AS FOLLOWS:

1. The Owner agrees to let and the Hirer agrees to hire the furniture, chattels and effects (hereinafter referred to as the "said effects") described in the Schedule hereto annexed, for the period of Two (2) years from the 1st day of September, 1942, (hereinafter called the "said term").

2. It is hereby understood and agreed that the said effects are now situate on the premises known as the "Fashion Cleaners, at 1002 West Georgia Street, in the City of Vancouver, Province of British Columbia.

3. The Hirer shall pay to the Owner or his appointed agents, a rental of Ten Dollars ($10.00) for each month of the said term for the hire of the said effects. Such rent shall be payable monthly in advance on the first of each month, the first of such payments, being that due the 1st day of September, 1942, to be paid on the execution of these presents, and the receipt of the said first payment is hereby acknowledged.

PROVIDED, HOWEVER, and it is hereby understood and agreed, that the Hirer is entitled to use and enjoy the said effects on the said premises at 1002 West Georgia Street, Vancouver, B. C., from and including the 27th day of August, 1942, until and including the 31st day of August, 1942, without paying and without being charged any rental therefor.

4. The Hirer during the continuance of the hiring will at his own expense keep the said effects in good and substantial repair and condition, reasonable wear and tear excepted, and will keep the Owner indemnified against all loss of or damage to the said effects from whatever cause same may arise, save only reasonable wear and tear, riots, acts of God or the King's enemies.

5. The Hirer shall duly and punctually pay all rent, rates and charges (except taxes) payable by him in respect of the premises in which the said effects or any of them shall be during the said term and shall on demand produce to the Owner or his agent the last receipts for such respective payments.

6. The Hirer shall not during the said term remove the said effects or any of them from the said premises or suffer them or any of them to go out of his possession, except with the written consent of the Owner or his duly authorized agent.

7. The Hirer shall not cause or suffer any of the said effects to be affixed to the said premises in such a way that they shall become fixtures.

8. The Owner or his agent may at all reasonable times enter the said premises and shall have access to the said effects for the purpose of viewing the state and condition of the said effects.

9. If the Hirer shall make default in the punctual payment of the monthly sums to be paid by him for the hire of the said effects or shall fail to observe and perform any of

the terms and conditions of this agreement on his part to be observed and performed, or if the Hirer shall do or cause to be done, or permit or suffer any act or thing whereby the Owner's rights in the said effects may be prejudiced or put in jeopardy, or if the right of the Hirer to possession of the said premises known as the "Fashion Cleaners", 1002 West Georgia Street, shall cease and determine, or if any distress or execution shall be levied against the Hirer or against the said effects this Agreement shall forthwith determine (without any notice or other act on the part of the Owner and notwithstanding that the Owner may have waived some previous default or matter of the same or like nature).

10. In the event of this Agreement or of the hiring being determined, either by effluxion of time or by the Owner, under right reserved to that effect, the Hirer shall forthwith peaceably deliver up the said effects to the Owner at the said premises; and in the event of the Hirer failing so to do, the Owner may retake possession of the said effects and for that purpose the Owner, his servants and agents may, without any previous notice, enter upon the said or any premises on which the said effects or any of them may be or may be believed to be situate, with power, if necessary, to break open any doors, gates and windows on such premises without being liable to the Hirer, or any person claiming through, under, or in trust for him for trespass, damage or otherwise; and all costs and expense of and incidental to such retaking possession of the said effects which may be incurred by the Owner, shall be repaid to him by the Hirer together with a sum equal to the further amount of rent which would have accrued if the hiring had not determined, calculated to the date of the seizure or return of the said effects.

The determination of the hiring under any clause of this Agreement shall not affect the right of the Owner to recover from the Hirer any monies due to the Owner at the date of such determination, or to recover damages in respect of any breach by the Hirer of the terms of this Agreement.

11. The Hirer shall during the said term keep the said effects insured against fire, with loss, if any, payable to the Secretary of State of Canada acting in his capacity as Custodian in the sum of $1,000.00, and shall when requested by the Owner, produce the last receipt for the premium for the said insurance.

12. Provided that nothing contained in this Agreement shall be deemed to derogate from the rights and powers of the Owner under and by virtue of the Consolidated Regulations respecting Trading with the Enemy (1939) and Amendments thereto or substitutions therefor.

This Agreement shall be binding upon the Hirer, his executors, administrators and assigns, and shall enure to the benefit of the Owner and his successors in office.

IN WITNESS WHEREOF the Owner has executed this Agreement by his duly authorized deputy, Glenn Willoughby McPherson, and the Hirer has affixed his hand and seal, on the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of

(G. W. McPHERSON)
Authorized Deputy of the Secretary
of State and/or Custodian

John Arthur
Vernon BC
Solicitor
as to signature of Barry Pullan

B. Pullan

THE FOLLOWING is the Schedule mentioned in the first paragraph of the annexed Agreement for Hire between The Secretary of State of Canada, and Barney Pullan, and dated the 31st day of August, 1942.

- -

1 National Pressing Machine, Model 42WO, Serial No. 7W 40483

1 Gas Boiler - with gas pipes, water pipes

1 Safety valve

1 Show Case - 4 glass sliding doors, 104x33x80

1 Working table - 68x33

1 Counter - 7 drawers, 2 sliding doors, 24x58

2 Mirrors - 44x53 30x78 in frame

1 Hotpoint Iron. Cat F 18, 575 W 115 V, Canadian General Electric Co. Ltd. - H.E. P.C. App. No. 336 - Toronto, Canada

1 Ironing cord

3 Shoulder pads

1 Spotting Brush

1 Paddler

2 Ironing Boards (1 sleeve and 1 big)

1 Sleeve Stretcher

1 12" ruler

2 Tape Measures

1 Roll wrapping paper (used)

1 Cone string (used)

2 Spool racks

1 Bucket

1 Broom

1 Whisk

1 Sofa (?: couch moved to storage)

4 Display cards

500 Check cards

2 Rubber stamps

1 Waste paper basket

2 Union Jack Flags

2 Scissors

1 Brass lamp stand.

1 Model (ladies)

1 Mop

1 Grease gun

1 Dustpan

1 Ironing Table

2 Pipes for hanger

1 Pipe wrench 14"

1 Sewing Machine Table (no head).

B.P.

(G. W. McPHERSON)
Authorized Deputy of the Secretary of State and/or Custodian

ack → pheas

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
SEP 8 1942

9517

S. Toyosaki
Slocan City, B.C.
Sept. 2, 1942

Messrs. Custodian office
Royal Bank Bldg.
Corner Hastings & Granville St.,
Vancouver, B.C.

Re - my cleaners on 1002 W. Georgia St.

12300

Dear sirs:-

According to the letter which I received to-day from Miss Kuniko Sugaya, my machinery & fictures in shop of above address is arranged to rent to some person at the rate of (10) ten dollars a month. It is O.K. with me to do that provided if this income is allowed to pay premiums on insurance of both Miss Kuniko Sugaya and her parents.

Yours very truly,

S Toyosaki

September 2nd, 1942.

R. D. Campbell, Esq.
Chartered Accountant,
Standard Bank Bldg.
Vancouver, B. C.

Dear Sir:

Re: Secretary of State of
Canada and Barney Pullan

Further to your instructions herein, we enclose herewith Hire Agreement between the Secretary of State of Canada and Barney Pullan, executed in quadruplicate by Mr. Pullan.

We enclose also statement of our account acknowledging receipt of $7.00 from Mr. Pullan, leaving $8.50 owing by the Japanese evacuee. The extra costs to the Japanese concerned are due to the fact that the owner should be responsible for the charges in connection with registering the Agreement as it is for the protection of the owner that it is desirable that registration be effected. Our account includes the costs of registering and if you will return the Agreement to us when executed by the Custodian in quadruplicate, we shall attend to the registration and return to you the original

September 2nd, 1942.

H. D. Campbell, Esq.

with the registration number endorsed thereon.

Yours truly,
NORRIS & MacLENNAN,
Per:

JAM/WS
ENCLS.

FILE #9317 & 12300

September 18, 1942

MEMO TO THE FILE

Fashion Cleaners.

Owned by Shigematsu TOYOSAKI

Operated by wife and niece, Kuniko SUGAYA.

Rental arrangements made by Kuniko Sugaya and agreed to by Shigematsu Toyosaki.

Lease for two years.

Rental amount $10.00 per month.

Authority to disburse this amount in payment of premiums on two Life Insurance policies has been given by Shigematsu Toyosaki.

6-8-45
P

FGS/PMH

9517 & 12300

September 18, 1942

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

Dear Sirs:

We understand that there is a Policy in force No.M-5684575 in the amount of $350.00, premium $3.50 in favour of Kuniko SUGAYA and Policies Nos. 393431675/6 for $650.00, premium $6.50 in favour of Yasunosuke SUGAYA.

We may be in receipt of revenues and have authority to pay premiums for the above policies. Will you therefore please supply us with particulars regarding these policies, the dates on which the premiums are due so that we can take care of this matter as and when funds are available.

Yours truly,

F. G. Shears,
Assistant Manager.

FGS/FMH

9517 & 12300

September 18, 1942

Harold D. Campbell Esq.,
Standard Bank Building,
Vancouver, B. C.

Dear Sir:

We return herewith the Hire Agreement in connection with Shigematsu Toyosaki's business at 1002 West Georgia Street, known as The Fashion Cleaners.

We believe that the only changes that need to be made is the elimination of the words "malicious act of Third persons" in Clause 4 and the deletion of the Option for renewal, Clause 11.

The matter of fire insurance was also omitted and a Clause making the Hirer responsible for this should be included. You will likely be in a position to suggest to Messrs. Norris & MacLennan the amount of insurance for which the policy should be written.

When returning this Hire Agreement will you please advise us whether the payment due the 1st September, the receipt of which is acknowledged in this agreement, has actually been paid.

Yours truly,

F. G. Shears,
Assistant Manager.

FGS/PMH

Encl.

Shears

OFFICE OF THE CUSTODIAN
[illegible] SECTION
RECEIVED
SEP 22 1942

HAROLD D. CAMPBELL
CHARTERED ACCOUNTANT
506-512 STANDARD BANK BUILDING
VANCOUVER, B. C.

LICENSED TRUSTEE
IN BANKRUPTCY

TELEPHONE
PACIFIC 1357

September 19, 1942.

Your File No. 9517 & 12300.

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,
Assistant Manager.

Dear Sirs:

Re- TOYOSAKI, Shigematsu,
SUGAYA, Miss Kunko,
1002 West Georgia Street.

I wish to acknowledge receipt of your letter returning the Hire Agreement, in triplicate, drawn up by Norris & MacLennan, covering the chattels of the 'Fashion Cleaners', 1002 West Georgia Street. As you know from your discussion with Mr. MacLennan and Mr. McPherson, there will be no objection on Mr. MacLennan's part to the amendments requested.

I am suggesting that $1000.00 insurance be the amount incorporated in the new lease and have contacted Mr. Pullam by telephone and he was already in the course of arranging for this insurance. He will now do so under my instructions, making the policy payable to the Secretary of State of Canada, etc.

In reply to the query in the last paragraph of your letter, I would refer you to paragraph 5 of my report to you of the 3rd of September, stating that I not only collected the $10.00 covering the first month's rent, namely September, under the Agreement, but also $5.00 covering the adjustment on the license fee for the balance of the year. Of this amount I am remitting to Norris & MacLennan $8.50 for the evacuee's share of the legal fees, leaving on deposit to the Japanese' credit an amount of $6.50 which will be forwarded to you in due course.

Yours very truly,

H. D. CAMPBELL.

RCM:JM

Per.

October 14th, 1942.

Harold D. Campbell, Esq.
Agent of the Custodian,
Standard Bank Bldg.
Vancouver, B. C.

Dear Sir:

Re: Fashion Cleaners and
Shigematsu Toyosaki

We now return herewith in triplicate Hire Agreement with the alterations requested by the Office of the Custodian. Mr. Pullan has advised us that he has already placed the insurance referred to in Clause 11 of the Agreement.

When this Agreement has been executed by the Secretary of State of Canada as Owner, would you please return the first copy to us, to be handed to Mr. Pullan.

Yours truly,
NORRIS & MacLENNAN,
Per

JAM/WS
ENCLS.

File #9517 & 12300

23rd October, 1942

MEMORANDUM.

To: Mr. G. W. McPherson

From: Mr. Shears

Re: Shigematsu TOYOSAKI and
Miss Kuniko SUGAYA

Will you please sign the attached documents.

This is a Hire Agreement between the Secretary of State and Barney Pullan covering a pressing and dressmaking business known as the "Fashion Cleaners" operating at 1002 West Georgia Street.

The business is carried on in rented premises.

Arrangements were made for renting the equipment by the niece, Miss Kuniko SUGAHA (file #12300) and agreed to by the owner, Mr. Shigematsu TOYOSAKI (file #9517).

The lease is for a period of two years at a monthly rental of $10.00. The initial payment called for under the Agreement has been paid.

The Hirer is required to keep the property insured and a fire insurance policy for $1,000.00 with the Royal Plate Glass & General Insurance Co. has been written in the name of the Secretary of State.

Do you consider initialling the Schedule of the furniture, chattels etc. is sufficient?

TGS/PMR

TGShears

Shears

9517 · att to Shears

HAROLD D. CAMPBELL

CHARTERED ACCOUNTANT

612 STANDARD BANK BUILDING

VANCOUVER, B. C.

LICENSED TRUSTEE
IN BANKRUPTCY

TELEPHONE
PACIFIC 1357

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
OCT 31 1942
4

October 29, 1942.

Your File No. 9517 & 12300

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,
Assistant Manager.

Dear Sirs: **Re- TOYOSAKI, Shigematsu**

I am enclosing herewith copy of Milwaukee Mechanics' Insurance Company Policy No. 2638, in an amount of $2000.00, $500.00 of which covers customers' goods.

Please note that whereas the Policy reads that the insured is Barney Pullan, a clause has been inserted making the loss, if any, in connection with the $1500.00 coverage, payable to the Insured and the Secretary of State for Canada, as their interests may appear.

While this Policy is not in strict accord with my instructions it should be satisfactory for our purposes and provide adequate coverage for the $600.00 or $700.00 worth of equipment owned by Toyosaki.

Yours very truly,

H. D. CAMPBELL.

Per.

RCM:JM
Encl.

[illegible]

4th November, 1942

MEMO TO THE FILE

The wording of the attached Agreement was drawn by Messrs. Locke, Lane, Guild & Sheppard.

On October 29th Mr. Wright and Mr. Shears interviewed Mr. Sheppard at his office. Clause 9 & 10 were particularly discussed.

Mr. Sheppard stated positively that if the "right of the Hirer to possession of the premises should cease," that the Landlord would have no right to distrain upon the chattels and effects.

Also the statement in Clause 9 that "if any distress or execution shall be levied against the Hirer or against the said effects this Agreement shall forthwith determine" might be interpreted - "owner shall have the right to determine".

To our suggestion that Clause 10 should not be limited by "either effluxion of time or by the Owner," but should read: "In the event of this Agreement or of the hiring being determined the Hirer shall forthwith peaceably deliver up" etc. Mr. Sheppard definitely advised that the words above referred to should remain.

Mr. Sheppard also stated that the words dealing with "if necessary to break open doors" were placed in the Agreement more in the nature of a threat and was a condition which would under no circumstances be exercised as the effects were in the Landlord's premises.

In the words "calculated to the date of seizure or return of the said effects" Mr. Sheppard stated that if the Hirer moved out, say at the expiration of nine months, we would either have to elect to determine the Agreement or allow it to continue. If we elected to determine the agreement we could only collect rent up to date of re-possession, but if the Hirer moved out and we did not elect to determine we could collect rents until expiry of Lease, or we might elect to determine at any time another Lessee was secured and thus minimize the amount we could claim for damages against the former Lessee.

RGS/MGB

PARSONS, BROWN LIMITED
FRANK PARSONS — *We Insure Everything* — BRENTON S. BROWN
PB
GEO. PARSONS, F. T. McPHERSON, H. J. SEED, C. L. A. LIETZE, F. R. KARRAN, R. A. BRYSON, H. C. MACAULAY
PUBLIC LIABILITY · AUTOMOBILE · GUARANTEE BONDS · FIRE · MARINE · ACCIDENT · BURGLARY · LIFE · HOLDUP · SICKNESS · ELEVATOR · PLATE GLASS

CHIEF AGENTS
ROYAL PLATE GLASS & GENERAL
INSURANCE COMPANY OF CANADA

CANADIAN MANAGERS
COMMERCIAL CASUALTY INSURANCE CO.
MILWAUKEE MECHANICS INSURANCE CO.

TELEPHONE EXCHANGE MARINE 9211
404 WEST HASTINGS STREET
VANCOUVER, B.C.

Sept. 24th, 1943.

EVACUATION SECTION
Rec'd SEP 27 1943
File No. 9517.
Ans. [illegible]
Referred Gibson

Office of the Custodian,
Royal Bank Building,
Granville & Hastings Sts,
Vancouver, B. C.

Dear Sirs:

Attention Mr. G. W. McPherson
Your File #9517

We enclose herewith Royal Plate Glass & General Insurance Co. Policy No. 3048 for $2000.00 in the name of Barney Pullan Trading as Fashion Cleaners & Dyers with loss payable to the Insured and Secretary of State for Canada acting in his capacity as Custodian, and renewing Policy No. 2638.

We trust the enclosed will be found in order.

Yours very truly,
PARSONS, BROWN LIMITED

M. Foran

Fire Ins. Dept.

MF
Encl.

Being paid
by Barney Pullan

Vancouver, B. C.,
January 29, 1944.

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

Dear Sir:

Re- Equipment & Fixtures
Fashion Cleaners,
1002 West Georgia.

As you know, I entered into a Chattel Hire Agreement for the above equipment and fixtures with your office, which expires August, 1944. Under the terms of this Agreement the equipment and fixtures were not to be removed from the premises without permission of your office.

The present premises, 1002 West Georgia, are part of a building housing four or five shops in a row from the corner of Georgia and Burrard. My immediately adjoining neighbour, 1000 West Georgia, has received permission from the Wartime Prices and Trade Board to expand his premises and wishes to take over those presently occupied by myself. As the next adjoining premises, 1004 West Georgia, are vacant and can be rented by me for a similar rent, and further in view of the fact that the neighbour wishing to enlarge his premises is prepared to re-decorate to my specifications, the premises at 1004 West Georgia, I propose to agree to his request to permit him to take over my present premises and move into those located at 1004.

I understand from Mr. Messenger that the Office of the Custodian would have no objection to this move and would appreciate your confirmation thereof.

Yours very truly,

B. Pullan

EVACUATION SECTION
Rec'd FEB 10 1944
File No. 9517 12300
Ans.
Referred Wilson

HAROLD D. CAMPBELL
CHARTERED ACCOUNTANT
808-812 STANDARD BANK BUILDING
VANCOUVER, B.C.

LICENSED TRUSTEE
IN BANKRUPTCY

TELEPHONE
PACIFIC 135

February 9, 1944.

Your File No. 9517 & 12300.

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

Attention Mr. ~~B. Doust~~: Wilson

Dear Sirs: RE- S. TOYOSAKI &
K. SUGAYA

The former fixtures and equipment of the Fashion Cleaners at 1002 West Georgia Street are rented under a Chattel Hire Agreement to Mr. Barney Pullan. I am enclosing herewith a letter from him requesting permission to remove these chattels to the adjoining premises at 1004 West Georgia Street. I have already advised Mr. Pullan verbally that the Custodian's Office would have no objection to this and would request that you mark your records accordingly.

Mr. Pullan has also requested that a member of your Protection Department call at his premises and arrange to remove an old decrepit couch which he objects to moving into his new premises as it is unsanitary.

Yours very truly,

H. D. CAMPBELL.

Per. RCMunger

RCM:JM

9517 & 12300

February 12th, 1944

H. D. Campbell, Esq.,
808 Standard Bank Bldg.,
Vancouver, B. C.

Dear Sir:

Referring to your letter of February 9th, the Custodian will have no objection to the Fashion Cleaners removing the chattels under the Hire Agreement to Mr. Barney Pullan from the premises at 1002 West Georgia Street to 1004 West Georgia Street.

Our Protection Department has removed the couch and sewing machine to storage.

Yours truly,

G. D. Milsom
Administration Department

GDM/GH

HAROLD D. CAMPBELL
CHARTERED ACCOUNTANT
808-812 STANDARD BANK BUILDING
VANCOUVER, B.C.

LICENSED TRUSTEE
IN BANKRUPTCY

TELEPHONE
PACIFIC 1357

EVACUATION SECTION
Rec'd FEB 15 1944
File No. 9517+12300
Ans.
Referred Milsom

Your File No. 9517 & 12300

February 14, 1944.

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

Attention Mr. G. D. Milsom:

Dear Sirs: Re- S. Toyosaki & K. Sugaya

In reply to Mr. Milsom's enquiry as to the collections of the rentals due under the Chattel Hire Agreement entered into by Mr. Barney Pullan, I have to advise as follows:

The monthly rental of $10.00 has been paid promptly by Mr. Pullan commencing on the 1st of September, 1942. I have collected 17 monthly rentals in all and synopsis of my ledger balance is as follows:

17 months' rental		$ 170.00
Purchased by B. Pullan, unexpired license		5.00
		$ 175.00
16 monthly payments to the Prudential Insurance Co., as arranged for - $9.50 each	$ 152.00	
Payment to Norris & MacLennan, legal fees re Chattel Hire Agreement	8.50	
Collection fees	8.50	
Total Disbursements		$ 169.00
Balance carried on hand		6.00
		$ 175.00

As the Prudential Insurance Co. have sent a representative every month to collect this premium it seemed better, as they are located in the same building, for me to simply make these disbursements direct. However, it is immaterial to me whether this system is continued and if it is your wish, I will

February 14, 1944.

Office of the Custodian, (Continued)

be pleased to forward the net remittance of $9.50 a month to your Office and you can then disburse same to the Prudential Insurance Co.

Yours very truly,

H. D. CAMPBELL.

Per. RCMessenger

RCM:JM

Warehouse...992 Powell St.

Date Feb 31/44

FILE NO. 9517 & 12300

NAME TOYASAKI S. — SUGAYA T.

ADDRESS 1002 W. Georgia

I have examined the undermentioned articles and consider that they have no value.

1 Broken Day Bed

1 Broken, Rusty, Machine Frame.

Checked

Auctioneer

The above mentioned articles have been abandoned

(To Welfare) Wm Wills.

NAME TOYOSAKI, Shigematsu

REGISTRATION NO. 00267 FILE NO. [illegible]

The following chattels were sold by public auction at 992 Powell, Vancouver, B.C. on February 24, 1944.

1 Ironing board	$	1.75

Total:		$	1.75
Less Expenses:	(Auctioneer's Fee: 0.17 (Advertising: 0.36 (Moving: 0.27	$	0.80
Net Proceeds Credited:		$	0.95

Members of Custodian Staff Present. Mr. Wills

Extracted from Auctioneering list No. Vancouver 11.

Remarks.

EXTRACT FROM R. D. CAMPBELL & CO. STATEMENT

ON RENTAL AGREEMENTS FOR EQUIPMENT

	SERIAL NO.	MAKE	MONTHLY RENTAL	RENTED TO	RENTAL DUE DATE
(4)	9419- 12300	Sugaya-Toyosaki	$ 10.00	Barney Pullan	1st

Under the instructions from the Japanese and with the concurrence of your Office, I have been remitting monthly the net amount of the rental collections of $9.50 to the Prudential Insurance Co. For your information the rental due the 1st of May was collected and so remitted.

[illegible]

9517 & 12300

September 8th, 1944

H. D. Campbell, Esq.,
808 Standard Bank Bldg.,
Vancouver, B. C.

Dear Sir:

In connection with the Hire Agreement between the Secretary of State of Canada and Barney Pullan covering the chattels at 1004 West Georgia Street, this Agreement expired on the 1st of September 1944. Please note that this Agreement will not be renewed, and would you kindly collect the rent on a monthly basis until such time as we decide on the disposition of the chattels.

Yours truly,

G. D. Milsom
Administration Department

GDM/GH

File No: 9517 & 12500

MEMORANDUM

To: Mr. Green September 19th, 1944

From: Mr. Milsom

Re: TOYOSAKI, Shigematsu
SUGAYA, Kuniko

Following up my memo of September 8th and H. D. Campbell's letter of the 13th, do you not think it advisable to sell this dry cleaning equipment at the present time when ceiling prices can be obtained rather than wait until the spring of 1945.

GUM/GK

MEMORANDUM

File No.: 12300 September 22nd, 1944.
9517

To: Mr. Wright

From: Mr. Green

Re: Fashion Cleaners

This is another case where the original two year Hire Agreement on cleaning equipment has expired and the equipment is now being rented on a month to month basis. It would appear that in line with our policy of liquidation this equipment should be disposed of and I recommend that it be sold at the appraised price to the present operator, Mr. Pullen. If thought preferable it could be advertised in order to establish a competative price.

Here again I believe there is nothing in the original Agreement of August 31st, 1942, on file 9517 to prevent liquidation. It might, however, be mentioned that the rental of $10.00 per month is used to pay Insurance premiums on policies on the lives of Miss Eunike Sugaya and her father.

See memo on file 12300
K.W.W.
23/9/44

HFG:IF

12300
9517

September 27th, 1944.

The O. J. Henry Co.,
654 West 7th Ave.,
Vancouver, B. C.

Dear Sirs:-

Re: Fashion Cleaners

We should be much obliged if you would let us have an itemized valuation of the equipment now operated by the Fashion Cleaners situated at 1002 West Georgia St. We are enclosing a list of the equipment involved and request that you let us have an estimate against each item.

If you are of the opinion that it would be desirable to sell this equipment "as is and where is" we should be obliged if you would so state in your report.

Would you please send your account for this work attached to your appraisal and would you be particularly careful, please, to keep your valuation confidential?

Yours truly,

H. F. Green
Protection Department

x1004

Enc.
HFG:IF

EQUIPMENT OF FASHION CLEANERS -- 1002 GEORGIA ST. W.

1	National pressing machine, Model 42WO, Serial No. 7W 40483
1	Gas boiler - with gas pipes, water pipes
1	Safety valve
1	Show case - 4 glass sliding doors, 104 x 33 x 60
1	Working table - 68 x 33
1	Counter - 7 drawers, 2 sliding doors, 24 x 58
2	Mirrors - 44 x 53 30 x 78 in frame
1	Hotpoint iron. Cat F 18, 575 W 115 V, Canadian General Electric Co. Ltd. - H.E. P.C. App. No. 336 - Toronto, Canada.
1	Ironing cord
3	Shoulder pads
1	Spotting brush
1	Paddler
2	Ironing boards (1 sleeve and 1 big)
1	Sleeve stretcher
1	12" ruler
2	Tape measures
1	Roll wrapping paper (used)
1	Cone string (used)
2	Spool racks
1	Bucket
1	Broom
1	Whisk
1	Sofa (? couch moved to storage)
4	Display cards
500	Check cards
2	Rubber stamps
1	Waste paper basket
2	Union Jack flags
2	Scissors
1	Brass lamp stand
1	Model (ladies)
1	Mop
1	Grease gun
1	Dustpan
1	Ironing table
2	Pipes for hanger
1	Pipe wrench 14"
1	Sewing Machine Table (no head)

MEMORANDUM

File No.: 9763
8615
12300
9517

Oct. 26th, 1944.

To: Mr. Wright

From: Mr. Green

Re: Dry Cleaning Equipment for Sale

The following are the three cases which you were proposing to put up to the Committee at the same time and to use as the precedent for future action.

For your convenience, I summarize the position which is in each case fully dealt with in my memorandum to you of September 22nd appearing on each of these files.

(1) [illegible] MORI, Duncan Cleaners, 1001 [illegible]. Messrs. Campbell Bros. were renting this equipment for $10.00 a month but after a while no longer required the main items being the steam press and boiler and these were moved and sold to the army. The balance consists mostly of Counters, Show-cases etc., which I am anxious not to move. They were valued by Mr. Thompson at $279.25 and in his letter of October 24th, he strongly advises that we do everything possible to induce Campbell Bros. to purchase the equipment. He writes:

"The majority of the chattels have a considerable value where they are now situated such as Counter, Wall Cases, Neon Signs, Tables and etc., but if you move all the equipment to Auction Room, the only saleable articles are the two sewing machines and wall cases."

(2) Shoichiro SAWADA, Popular Cleaners. The position here is simply that the present operator who is now renting this equipment for $10.00 per month, wishes to purchase it. It should further be mentioned that he is being

called up and wants to be sure that his sister and mother may be financially independent. The equipment has been valued by the C. J. Henry Company at $984.70 as per theirs of October 6th, 1944 in which they write:

"We believe that it would be to the best advantage to have this equipment sold "as is and where is" as many of the fixtures are designed for this location and they would not be of much value in any other place."

(3) [illegible] and [illegible] Building Clearance. The position here is similar to the preceding, the present operator wishing to purchase the equipment. It has been valued by the C. J. Henry Company at $461.25 as per theirs of October 7th though there are one or two very small items missing so that we might ask $475.00. Here again, the C. J. Henry Company write: "It is our opinion that it would be desirable to have this equipment sold 'as is and where is'."

HPC:IF

HAROLD D. CAMPBELL
CHARTERED ACCOUNTANT
808-812 STANDARD BANK BUILDING
VANCOUVER, B.C.

LICENSED TRUSTEE
IN BANKRUPTCY

EVACUATION SECTION
Rec'd OCT 31 1944
File No. 12300
Ans.
Referred Milsom

October 28, 1944.

Your Files No. 12300, 9517

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

Attention Mr. G. D. Milsom:

Dear Sirs:

Re- S. Sugamatsu Toyosaki 00267
~~7 12300~~ and ~~Miss K. Sugaya~~ ~~Kumaoka 01071~~
1002 West Georgia Street

As your records will show, the pressing and cleaning equipment owned by the above was leased to Barney Pullan and the net amount of the monthly rental of $10.00, which was $9.50, has been paid by me each and every month to the Prudential Insurance Co. of America, as directed by the Japanese and approved by you.

I find, however, that I have been carrying forward since 1942 a small balance of $6.00 for which I am enclosing my cheque herewith. This amount is arrived at as follows:-

> A month's rent received from Barney Pullan for the month of September, 1942 - $10.00, plus an additional $5.00 from Mr. Pullan for his purchase of the unexpired portion of the City's licence ~~requirements~~. From this amount I disbursed legal fees to Norris & MacLennan of $8.50. This debit, together with my collection fee of 50¢ leaves the balance of $6.00, as per my enclosed cheque.

Yours very truly,

H. D. CAMPBELL.

Per. R C Messenger

RCM:JM
Encl.

MEMORANDUM

File Nos.: 8615
12300
9317
11191

February 19th, 1945.

To: Mr. Wright

From: Mr. Green

Re: Dry Cleaning Equipment for Sale.

Further to my memorandum of October 28th and your notes at the foot, copy of which is attached herewith for easy reference, I now have the following to report.

(1) Kyumatsu MORI, Denman Cleaners, 1001 Denman. Mr. Durkee has agreed to sell this equipment to Messrs. Campbell Brothers with the exception of an electric sewing machine which they did not want and which will be disposed of at auction, thereby clearing up this case.

(2) Shoichiro SANADA, Popular Cleaners. Since this is a complete unit in itself, Mr. Durkee ruled that in accordance with the Custodian's policy, it must be advertised for sale by tender. Will you accordingly please prepare an advertisement calling for tenders. The equipment is situated at 730 Davie St., and is itemized in the enclosure to O. J. Henry Company's letter of October 6th, 1944. There is no real estate involved and this should, please, be made clear in the advertisement. It would probably be sufficient to describe it in the advertisement as "Equipment of cleaning business including Hoffman pressing machine complete, cash register, electric sewing machine and sundries."

(3) Kumiko SUGAYA and Shigematsu TOYOSAKI, Fashion Cleaners, 1002 E. Georgia. The position is similar to the above, appraisal being attached to the O. J. Henry Company's letter of October 7th, 1944. The advertisement here might read "Equipment of cleaning business including the National pressing machine complete, showcase, counter etc. etc."

(4) Finally, Kiyomi YANO, Diamond Cleaners, 2161 E. Hastings St. This could be offered for sale at the same time and the advertisement might read somewhat as follows. "Hat and clothes cleaners' equipment complete including two Hoffman pressing machines, sewing machine, showcases and sundries."

Arrangements to inspect should be made with this office and when the advertisement is complete, I will advise all

12300
9517

February 26th, 1945.

Mr. B. Pullan,
1004 Georgia St. W.,
Vancouver, B. C.

Dear Sir:-

Re: Fashion Cleaners

We are today advertising for sale by tender the equipment of the Fashion Cleaners at present operated by you at 1004 W. Georgia Street. The advertisement will appear in the Vancouver Province of today's date and the Vancouver Sun of tomorrow's if space permits. If you wish to make a bid on this equipment (which is referred to in our advertisement as Parcel "B") please follow the instructions given in this advertisement.

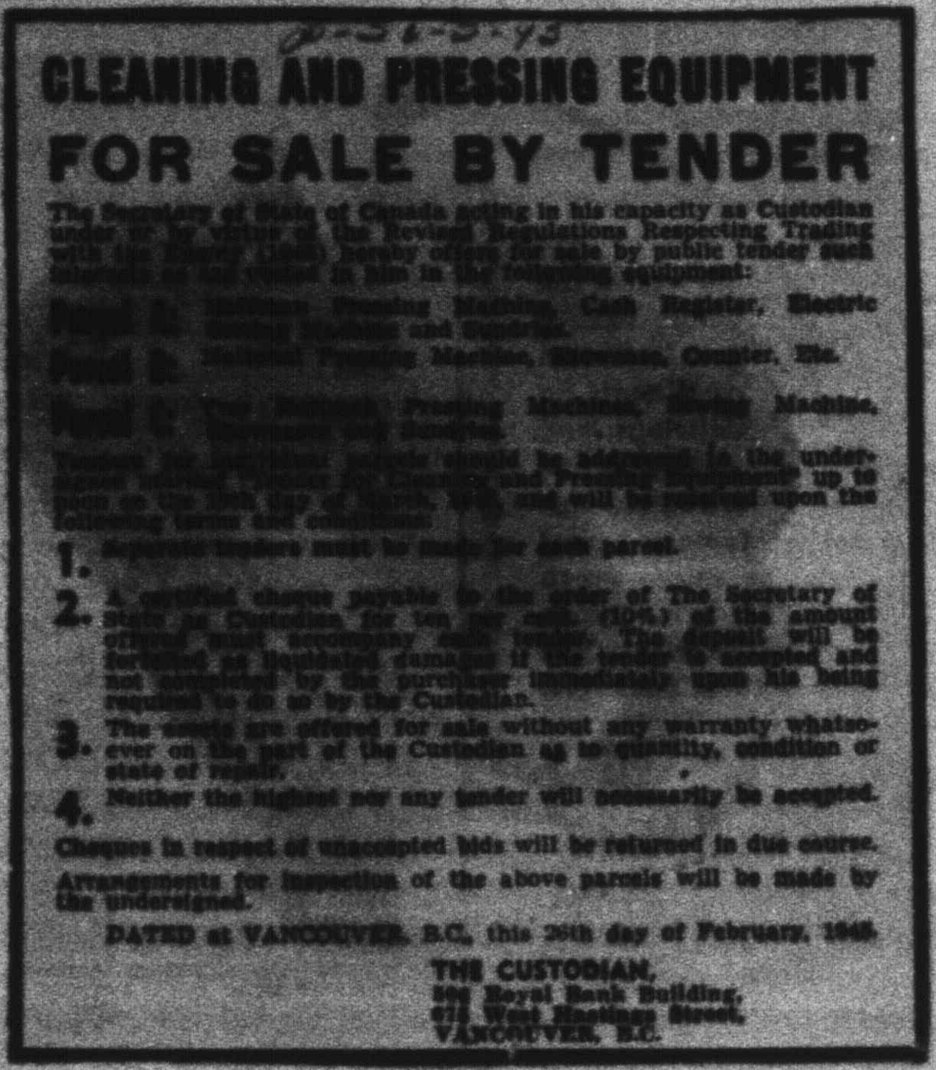
Yours truly,

H. F. Green
Protection Department

HFG:IF
c/c to H. D. Campbell Ltd.

Advertisement appearing in the Vancouver Daily Province on February 26th, 1945 and the Vancouver Sun on February 27th, 1945.

File No. 9517



J-31-3-43

CLEANING AND PRESSING EQUIPMENT

FOR SALE BY TENDER

The Secretary of State of Canada acting in his capacity as Custodian under or by virtue of the Revised Regulations Respecting Trading with the Enemy (1939) hereby offers for sale by public tender such interests as are vested in him in the following equipment:

Parcel A. Hoffman Pressing Machine, Cash Register, Electric Sewing Machine and Supplies.

Parcel B. Hoffman Pressing Machine, Showcase, Counter, Etc.

Parcel C. Two Hoffman Pressing Machines, Sewing Machine, Showcase and Supplies.

Tenders for individual parcels should be addressed to the undersigned marked "Tender for Cleaning and Pressing Equipment" up to noon on the [illegible] day of March, 1945, and will be received upon the following terms and conditions:

1. Separate tenders must be made for each parcel.
2. A certified cheque payable to the order of The Secretary of State as Custodian for ten per cent. (10%) of the amount offered must accompany each tender. The deposit will be forfeited as liquidated damages if the tender is accepted and not completed by the purchaser immediately upon his being required to do so by the Custodian.
3. The assets are offered for sale without any warranty whatsoever on the part of the Custodian as to quantity, condition or state of repair.
4. Neither the highest nor any tender will necessarily be accepted.

Cheques in respect of unaccepted bids will be returned in due course.

Arrangements for inspection of the above parcels will be made by the undersigned.

DATED at VANCOUVER, B.C., this 26th day of February, 1945.

THE CUSTODIAN,
506 Royal Bank Building,
675 West Hastings Street,
VANCOUVER, B.C.

Files Nos. 8819, 12320
9317, 11191

20th March, 1943.

MEMORANDUM

TO: MR. F.G. SHEARS

FROM: MR. K.W. WRIGHT

Re: 'Cleaning and Pressing Equipment for Sale by Tender', with tenders closing March 19th at 12 O'Clock Noon

The following tenders were opened in the office of Mr. Shears this afternoon and present were Mr. Shears, Mr. Green and the writer.

PARCEL A

Tenderer	Amount	Deposit	Valuation	Remarks
George Kobernick *	$600.00	$60.00 (Cert. Ck)	$586.70	Reject

If tender not accepted, Mr. Kobernick wishes to offer the same amount for Parcel "C".

Tenderer	Amount	Deposit	Valuation	Remarks
R.C. Messenger on behalf of Hoy Mah - tenant on premises	$735.00	$73.50 (Ck)		Accept

PARCEL B

Tenderer	Amount	Deposit	Valuation	Remarks
R.C. Messenger on behalf of Barney Pullen - tenant on premises	$575.00	$57.50 (Cert. Ck)	$461.00	Accept

PARCEL C

Tenderer	Amount	Deposit	Valuation	Remarks
Norman N. Lenartt	$500.00 Not clear	$50.00 (Cert. Ck)	$517.10	Reject
George Kobernick *	$600.00	$60.00 (Cert. Ck)		Reject
Seto Lin - tenant on premises	$608.00	$70.80 (Cert. Ck)		Accept

Green to obtain valuation of furniture

Mr. Lin also bids $100.00 for furniture now at the back of premises at 2163 Hastings Street East ($70.80 cheque includes deposit on furniture).

"F.G.S."

Cheques have been handed to the Accounting Department for safe-keeping.

K.W. WRIGHT

KWW/DS

12300
9517

March 22nd, 1945.

Mr. R. C. Messenger,
812 Standard Bank Bldg.,
510 W. Hastings Street,
Vancouver, B. C.

Dear Sir:-

Re: Pressing Equipment for Sale by Tender
PARCEL "B"

Receipt of your letter of March 13th offering $575.00 on the above and enclosing certified cheque for $57.50 is acknowledged. This offer is acceptable and the deal can be concluded on receipt of the balance, namely $517.50. We are enclosing herewith our receipt for your deposit of $57.50.

[illegible] With reference to yours of February 14th and assuming that Mr. Pullan has paid his rent in advance on March 1st, there will be a small refund, say $3.00, due to him as the date of acceptance may be taken as March 21st. Will you kindly arrange to let us have a statement of the present position of rental collections and payments to the Prudential Insurance, remitting us any balance together with the $517.50 requested above.

Yours truly,

H. F. Green
Protection Department

Enc.
HFG:IF

April 10th, 1945.

MEMORANDUM RE SALE OF CHATTELS

(Apart from Auction Sales)

FILE NO: 12300
9517
NAME: Miss Kuniko SUGAYA
Mr. Shigematsu TOYOSAKI
DATE ADVERTISED: February 26th and 27th, 1945.
(or other information)

APPRAISER'S NAME: O. J. Henry Co.

VALUATION: $461.00

PURCHASE PRICE: $575.00

COMMITTEE'S APPROVAL: April 13/45

PURCHASER'S FULL NAME: Barney Pullan

ADDRESS: 1004 West Georgia Street,
Vancouver, B. C.

OCCUPATION: Presser

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

ENCUMBRANCES, IF ANY:

LIST OF CHATTELS SOLD:
1 National pressing machine, Model 42W0, Serial No. 7W 40483
1 Gas boiler - with gas pipes, water pipes
1 Show case - 4 glass sliding doors
1 Working table 68 x 33
1 Counter - 7 drawers, 2 sliding doors 24 x 58
2 Mirrors - 44 x 53, 30 x 78 in frame
1 Hotpoint iron - Cat F 18, 575 W 115 V Canadian General Electric Co. Ltd. H.E. P.C. App. No. 336 - Toronto.
1 Sleeve stretcher
1 Roll wrapping paper (used)
1 Cone string (used)
2 Spool racks
1 Bucket
2 Rubber stamps
2 Scissors
1 Brass lamp stand
1 Dustpan
2 Pipes for hanger
2 Ironing boards (1 sleeve and 1 big)

ADVISORY COMMITTEE ON JAPANESE PROPERTIES
IN
GREATER VANCOUVER

Committee:
THE HONORABLE MR. JUSTICE SIDNEY SMITH
CHAIRMAN
ALDERMAN CHARLES JONES
KISHIZO KIMURA
A. E. McMASTER, EXECUTIVE ASSISTANT

TELEPHONE PACIFIC 4652

1012 ROYAL BANK BUILDING
VANCOUVER, B.C.

Your files 9517 & 12300

April 13th, 1945

ENEMY SECTION
Rec'd APR 13 1945
File No.
Ans'd
Refer'd

Mr. F. G. Shears,
Director,
Office of the Custodian,
506 Royal Bank Bldg.,
Vancouver, B. C.

Dear Mr. Shears:

Re: Disposition of Chattels
Pressing Equipment - K. Sugaya &
S. Toyosaki, 1004 West Georgia St.
Appraised Valuation - $461.00

With return of your files 9517 and 12300, and following our conversation of yesterday:

The Tender of five hundred and seventy-five ($575.00) dollars on behalf of Mr. Barney Pullan, operator, 1004 Georgia Street West, is hereby approved.

Yours truly,

H. S. Durkee
Executive Assistant

Attach.

HSD/MS

May 1st, 1945

MEMORANDUM RE CHATTELS

FILE NOS:	12300 and 9517
NAME:	Miss Kuniko SUGAYA and Shigematsu TOYOSAKI
ADVERTISED:	February 26th and 27th, 1945.
VALUATION BY APPRAISER:	$461.00
AMOUNT OF BID:	$575.00
APPROVED BY ADVISORY COMMITTEE:	April 13, 1945
AMOUNT RECEIVED BY CUSTODIAN:	$575.00
NAME OF PURCHASER:	Barney Pullan

K. W. WRIGHT

KWW/JF
Attach. 3

THIS INDENTURE, made in triplicate, the 7th day of May in the year of our Lord one thousand nine hundred and forty-four.

BETWEEN:

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

(Hereinafter called the "GRANTOR")

OF THE ONE PART:

AND:

BARNEY PULLAN, Presser,
of the City of Vancouver, in the
Province of British Columbia

(Hereinafter called the "GRANTEE")

OF THE OTHER PART:

WHEREAS Shigematsu TOYOSAKI, Police Registration Number 00267, and Kuniko SUGAYA, Police Registration Number 01071, owned certain cleaning and pressing equipment of the Fashion Cleaners, in the City of Vancouver, in the Province of British Columbia;

AND WHEREAS the said Shigematsu TOYOSAKI and Kuniko SUGAYA, persons of the Japanese race, were required to leave the protected area in the Province of British Columbia by order of the Minister of Justice pursuant to the provisions of the Defence of Canada Regulations (Consolidation) 1941;

AND WHEREAS the Grantor under and by virtue of Order in Council Number P.C. 1665 of 1942 and amendments thereto and of the applicable provisions of the Revised Regulations Respecting Trading With The Enemy (1943) is vested with all the right, title and interests of the said Shigematsu TOYOSAKI and Kuniko SUGAYA in the goods and chattels hereinafter described and enumerated, and hath contracted and agreed with the said Barney Pullan for the sale of the interests of the said Shigematsu TOYOSAKI and Kuniko SUGAYA in the said goods and chattels for the sum of Five Hundred Seventy-five ($575.00) Dollars, such sale to be executed by a Bill of Sale to the Grantee herein;

WITNESSETH that in consideration of the premises and of the said sum of Five Hundred Seventy-five ($575.00) Dollars of lawful money of

Canada paid by the Grantee to the Grantor at or before the sealing or delivery of these presents (the receipt whereof is hereby acknowledged) the Grantor hath bargained, sold, assigned, transferred and set over and by these presents doth bargain, sell, assign, transfer and set over unto the Grantee, their respective executors, administrators and assigns, all those goods and chattels hereinafter set forth, described and enumerated as follows:

1	National Pressing Machine, Model 42 WO, Serial No. 7W 40483
1	Gas Boiler - with gas pipes, water pipes
1	Show Case - 4 glass sliding doors
1	Working Table 68 x 33
1	Counter - 7 drawers, 2 sliding doors, 24 x 58
2	Mirrors - 44 x 53, 30 x 78, in frame
1	Hotpoint Iron - Cat F 18, 575 W 115 V, Canadian General Electric Co. Ltd. H.E. P.C. App. No. 336 - Toronto
1	Sleeve Stretcher
1	Roll Wrapping Paper
1	Cone String
2	Spool Racks
1	Bucket
2	Rubber Stamps
2	Scissors
1	Brass Lamp Stand
1	Dustpan
2	Pipes for hanger
2	Ironing Boards (1 sleeve and 1 big)

all of which goods and chattels are now in the possession of the Grantee and are situate, lying and being at 1004 West Georgia Street, in the City of Vancouver, in the Province of British Columbia, and all the right, title and interest, property claim and demand whatsoever both at law and in equity or otherwise howsoever of me the Grantor of, in, to and out of the same and every part thereof

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

PROVIDED that any covenants express or implied on the part of the Grantor are excluded.

The Grantor does not guarantee or warrant and has not made any representation whatsoever to the Grantee as to the quantity, quality, character and condition of the said goods and chattels and the Grantee acknowledges that he has purchased the said goods and chattels after personal inspection thereof and his own investigation without any representation or warranty whatsoever of the Grantor;

AND the Grantee further acknowledges that he has received and accepted delivery of all of the said goods and chattels from the Grantor.

IN WITNESS WHEREOF the said Grantor acting in his capacity as Custodian under the Revised Regulations Respecting Trading With The Enemy (1943) has executed these presents by his Assistant Deputy and the Grantee has hereunto set his hand and seal on the day and year first above written.

SIGNED, SEALED and DELIVERED
in the presence of
May E. Mansell,
Dept. Secretary of State,
Ottawa,
Stenographer.
as to signature of Assistant Deputy Custodian

C. Messenger
as to signature of Grantee

A. H. Mathieu
Assistant Deputy Custodian

Barney Pullan.
Grantee

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

Sworn before me this 9th day of May A.D.1945

G. G. [illegible]
A Notary Public in and for the
Province of Ontario

PROVINCE OF ONTARIO } I, May E. Mansell
TO WIT: } of the City of Ottawa, in the Province of Ontario,

MAKE OATH AND SAY AS FOLLOWS:

1. That the paper-writing hereunto annexed, and marked "A" is the Bill of Sale and every schedule or inventory thereto annexed, or therein referred to, and every attestation of the execution thereof, as made and given and executed by Albert Honore Mathieu, Assistant Deputy of the Secretary of State of Canada acting in his capacity as Custodian under the Revised Regulations Respecting Trading With The Enemy (1943)

2. That the said Bill of Sale was made and given by the said Albert Honore Mathieu, Assistant Deputy of the Secretary of State of Canada on the 7th day of May 1945.

3. That I was present and did see the said Albert Honore Mathieu, Assistant Deputy of the Secretary of State of Canada in the said Bill of Sale mentioned, and whose name is signed thereto, sign and execute the same on the said 7th day of May 1945.

4. That the said Albert Honore Mathieu at the time of making and giving the said Bill of Sale, resided and still resides at 15 Archer Street in the City of Ottawa, in the Province of Ontario and then was and still is the Assistant Deputy of the Secretary of State of Canada.

5. That the name May E. Mansell set and subscribed as the witness attesting the due execution thereof is of the proper handwriting of me, this deponent, and that I reside at 577 Bronson Ave, Ottawa and am a Stenographer

Subscribed to and sworn before me, this 9th day of May, 1945, at the City of Ottawa, in the Province of Ontario

May E. Mansell

G. G. Bulbert

A Notary Public in and for the
Province of Ontario

PROVINCE OF BRITISH COLUMBIA)
                                                      (
TO WIT:)

Affidavit of Bona Fides

"Bills of Sale Act"

I, Barney Pullan, Presser, of the City of Vancouver, in the Province of British Columbia, the Grantee in the foregoing Bill of Sale, make oath and say:-

1. That the Assignment therein made is bona fide for valuable consideration, namely the consideration of the sum of Five Hundred Seventy-five ($575.00) Dollars and that the consideration is duly set forth in the said Bill of Sale; and it is not for the purpose of enabling the Grantee to hold the goods and chattels mentioned therein as against the creditors of the Grantor, The Honourable the Secretary of State of Canada acting in his capacity as Custodian under the Revised Regulations Respecting Trading With The Enemy (1943); and that said Bill of Sale is not given for the purpose of protecting the goods and chattels mentioned therein against the creditors of the Grantor or of preventing such creditors from obtaining payment of any claim against the said Grantor.

SWORN before me at the City of
Vancouver, in the
Province of British Columbia, this
23rd day of April A.D.1945

A Notary Public in and for the
Province of British Columbia

Barney Pullan

Files 9517 and 12300 May 12, 1945.

MEMORANDUM.

To: Mr. Green.

From: A. D. MacArthur.

Relative to requisition dated May 11, 1945 covering payment of insurance premiums,I notice that these are being requisitioned from a joint account.

On a brief examination of the files I think that the ownership of the chattels involved should be clarified, the proceeds credited to the respective Accounts and those particular premiums paid from the account of [illegible],if he owns the chattels which bring in the $10 revenue which he has assigned in his letter of September 2, 1942.

[illegible] 30/5/45

ADM:AB

MEMORANDUM

File Nos.: 9517
12300

May 25th, 1945.

To: Accounts

From: Mr. Green

Re: Shigematsu TOYOSAKI
Miss Kuniko SUGAYA

You have now in the joint account of the above, the sum of $547.34 mainly derived from the liquidation of the Fashion Cleaners. Prior to evacuation, monthly rents were collected by Messrs. H. D. Campbell and paid to the Prudential Insurance Company against policies as per the attached receipt books. Details are as follows.

Miss Kuniko SUGAYA, file 12300, Policy No. M5684575,
Monthly Premium $3.50
Mr. Yasunosuke Sugaya, file 7450, Policy No. 393431675/6,
Weekly premium $1.30 or $6.50 every five weeks.

Would you kindly prepare a cheque payable to the Prudential Insurance Co. on or about the third or fourth of each month in the amount of $3.50 to meet the first premium and either $6.50 or $5.20 to keep the second premium paid up to date a month in advance. The cheque and attached receipt books can then be handed to the Prudential representative who will call for them and return them duly receipted.

HFG:IF

9517
12300

REGISTERED

May 25th, 1945.

No ans on this file as 6-8-45 A.

Mr. Shigematsu TOYOSAKI,
Reg. No. 00267,
Slocan, B. C.

Dear Sir:-

You are aware that the Fashion Cleaners' equipment has been rented at $10.00 per month since September 1st, 1942, and that the monthly rental has been paid against the following policies.

Miss Kuniko Sugaya	# M5684575
Mr. Yasunosuke Sugaya	# 393431675/6

The September 1942 rent was paid to this office and credited to the joint account of yourself and Miss Kuniko Sugaya but all subsequent rents have been paid direct to the Prudential Insurance Company, the period covered being October 1942 to April 1945.

In accordance with the Government's policy of liquidation, the equipment has now been sold for the sum of $575.00 being considerably in excess of a valuation made by an independent and qualified appraiser. As a result of this and the previous transactions, your account now stands as follows.

Rent September 1942			$ 10.00
Less: Collection fee			.50
			9.50
Purchase unexpired licence			5.00
			14.50
Less: Legal fees signing hire agreement			8.50
			6.00
Sale of equipment March 21st		$575.00	
Less: Refund of rent paid March 21st - March 31st	$ 3.00		
Valuation of equipment	5.00		
Advertising	15.66	23.66	551.34
			$557.34

Since receiving this money, we have paid the May premiums on the above policies being $6.50 on Mr. Yasunosuke Sugaya's policy and $3.50 on Miss Kuniko Sugaya's policy reducing the present balance to $547.34.

Unless we hear from you to the contrary, we shall continue paying these premiums from this balance.

Yours truly,

H. F. Green
Protection Department

HFG:IF

9517
12300

May 30th, 1945.

Mr. Shigematsu TOYOSAKI,
Reg. No. 00267,
Slocan, B. C.

No ans in this file as 8-9-45

Dear Sir:-

Further to ours of May 25th, there is just one point that we should like to clear up for our records. That is, that while we have always carried the assets of the Fashion Cleaners as the joint property of yourself and Miss Kuniko Sugaya, we believe that really they are the sole property of yourself. If this is so, would you kindly write us accordingly, having the letter also signed by Miss Kuniko Sugaya and confirming that we may continue to pay the insurance premiums as at present.

Yours truly,

This need not be followed further if no answer rec'd

H. F. Green
Protection Department

HFG:IF

MEMORANDUM

File No.: 9517
12300

May 31st, 1945.

To: FILES

From: Mr. Green

Re: Shigematsu TOYOSAKI
Miss Kuniko SUGAYA

These files are now for all practical purposes, completed as per my letter of May 25th to Mr. Shigematsu Toyosaki asking him to confirm the exact ownership of the funds and the correctness of our continuing to pay insurance premiums from them. In the absence of any answer, however, I consider that no change in the present procedure need be made.

I note that there is still in Shigematsu Toyosaki's account the sum of 95¢ being the proceeds of sale of an ironing board on February 24th, 1944. This may be regarded as having been part of the assets of the Fashion Cleaners and depending on what Shigematsu Toyosaki writes, may either be transferred to the joint account or remain in his account if he claims that this is the correct place for the proceeds of sale of the equipment of the Fashion Cleaners.

HFG:IF

9517/12300

August 7th, 1945.

Mr. Shigematsu TOYOSAKI,
Reg. No. 00267,
Slocan, B.C.

Dear Sir:-

We wrote to you on the 25th and 30th of May last. Apparently you forwarded these letters to Miss Kuniko SUGAYA without replying to same. She has now written to this office, as per copy of her letter of July 10th enclosed.

In this letter she asks that we disregard any interest she may have had in Fashion Cleaners shop and equipment, and regard any proceeds arising from same as belonging to you. She asks that we pay the Life insurance premium on her policy and that of her father, to and including September 1945.

We can now transfer all funds on hand in the joint account, namely $521.74 to your personal account on our books. This is the balance that is left after paying the insurance premiums on the above named policies to and including August 1945.

She asks in her letter that we pay September 1945 premiums on these policies, and this we shall do, charging your personal account on our books unless we hear from you to the contrary before the date we are required to pay it.

We assume from her letter that she will take care of these premiums after September 1945.

Yours truly,

B.R. Dusenbury,
Administration Department.

BRD/DD.
Enc.

cc to Miss SUGAYA.

COPY.

for File 9517

Honey Harbour,
Georgian Bay, Ont.

July 10, 1945.

Mr. H.F. Green,
506 Royal Bank Bldg.
Vancouver, B.C.

Dear Sir:-

Your letters of May 25th and May 31st addressed to my uncle, Shigematsu TOYASAKI, have been forwarded to me.

You may disregard any interest I may have had in the Fashion Cleaner shop or equipment, and any moneys realized therefrom are to be regarded as solely the property of my uncle, Shigematsu TOYASAKI. Save and except that the premiums on my policy #M5684575 and my father's policy #393431675/6 are to be paid from the said moneys to and including the month of September 1945.

Yours truly,

"Kuniko SUGAYA"

File 12300

2

Popoff,
Slocan, B. C.
August 17th, 1945.

EVACUATION SECTION
Rec'd AUG 21 1945
File No. 9517/12300
Ans.
Referred Dusenbury

Mr. B. R. Dusenbury,
Administration Department,
Department of the Secretary of State,
Office of the Custodian,
Japanese Evacuation Section.

Re: File No. 9517/12300

Dear Sir:

In reply to your letter of August 7th, I would like you to pay the Insurance premiums for September of the two policies that of Kuniko Sugaya #M 5684575 and that of Yasunosuke Sugaya # 393431675/6. After this deduction, will you forward the balance to me to the above address.

Yours truly,

S. Toyosaki

#00267

100 Pay for
12300

22-8-45
9522.19 Br
D

[illegible] Brown

9517

August 30th, 1945.

Mr. Shigematsu TOYOSAKI,
Registration No. 00267,
Popoff,
Slocan, B.C.

Dear Sir:-

Your letter of the 17th instant asking ~~that~~ for the balance to your credit on our books, after the payment of certain Insurance premiums, has been received.

For your information requests for payment to or on behalf of residents in the Interior Housing Settlements are being referred to the Department of Labour, Japanese Division, and the amount you asked for, has been considered by them. They advise us that they are not prepared to approve of this payment being made, as they consider that your pay is sufficient, and that it is desirable to retain the amount which we now have to your credit, for your later use.

We wish you to understand that the funds we have on hand are being held to the credit of your account and we will be pleased to release same at any time the Department of Labour may approve a further amount being remitted.

We would suggest that you may wish to discuss this matter with your Supervisor at your location and obtain any further information you desire from them.

Yours truly,

BRD/DD.

B.R. Dusenbury,
Administration Department.

9517/12300

September 11th, 1945.

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

Attention Mr. H. Snider

Dear Sirs:-

Re:-Pol.#M. 5684575 - Miss Kuniko SUGAYA,
Premium $3.50
Pol. #393431675/6 - Yasunosuke SUGAYA
Premium $7.80

We enclose to you herewith our cheque for $11.30 to apply on the above numbered policies as follows:-

Miss SUGAYA's policy for month of September, 1945
Mr. Yasunosuke SUGAYA's policy for period ending September 30th 1945.

We are enclosing to you herewith premium receipt books in connection with these policies, and we shall be obliged if you will return them to this office, after entering the enclosed payments.

Awaiting your early attention, we remain,

Yours truly,

B.R. Dusenbury,
Administration Department.

BRD/DD.
Encs.

5

9517/12300

September 15th, 1945.

Mr. Shigematsu TOYOSAKI,
Reg. No. 00267,
Popoff,
Slocan, B.C.

Dear Sir:-

This is to advise you that we have paid the following Life Insurance Premiums:-

Miss Kuniko SAGAYA- Pol. #M.5684575-September premium - $3.50
Yasunosuke SAGAYA - Pol. #393431675/6-Premium 6 weeks to Sept.30/45-$7.80
Total $11.30

which amount we have charged to your account as per your authorization of August 17th, 1945.

We are advising Miss Kuniko SAGAYA that she and her father will require to look after future payments of premiums on these policies.

Yours truly,

B.R. Dusenbury,
Administration Department.

BRD/DD.

9517

October 24th, 1945.

Department of Labour,
Japanese Division,
360 Homer Street,
Vancouver, B.C.

Attention Mr. H.L. Brown

Dear Sir:-

Re:- Shigematsu TOYOSAKI,
Reg. No. 00267

We are just in receipt of a letter dated the 14th instant from TOYOSAKI, a copy of which we enclose.

On receipt of our form letter of the 22nd August last from you on the 28th of August last, wherein you did not approve of forwarding to him the funds in question, we advised him that we had discussed the matter with you, and that you were not prepared to approve of this payment being made, "as they consider that your pay is sufficient". We suggested to him that he could take the matter up with your Local Supervisor.

We shall therefore be obliged for your comments at this time, so that we shall be in a position to answer his letter.

Yours truly,

B.R. Dusenbury,
Administration Department.

BRD/DD.
Enc. 1.

9517

October 27th, 1945.

Mr. Shigematsu TOYOSAKI,
Reg. No. 00267,
Popoff,
Slocan, B.C.

Dear Sir:-

We are in receipt of your letter of the 14th instant in respect to the forwarding of funds to you. We took the matter up with the Department of Labour, Japanese Division, immediately upon receipt of same, and have today received word from them by letter, from which we quote as follows:-

> "we wish to advise that this man is single and is earning more than sufficient to maintain himself, and we do not consider it necessary for him to draw upon his assets for the purpose of contributing toward his niece's schooling".

We are therefore, being guided by their closer connection with the situation.

Yours truly,

B.R. Dusenbury,
Administration Department.

BRD/DD.

NAME [illegible]

REGISTRATION NO. 00267 FILE NO. [illegible]

The following chattels were sold by public
auction at Vancouver, B. C. on December 7th, 1945.

Festival toys	$ 3.75
Festival toys	4.00

Total			$ 7.75
	(Auctioneer's Fee	$ .78	
Less Expenses:	(Advertising	.28	$ 2.12
	(Moving	1.06	
Net Proceeds Credited:			$ 5.63

Members of Custodian Staff Present. Mr. Wills

Extracted from Auctioneering List No. Vancouver, B. C.

Remarks.

9517/12961

No answer as Oct 4/46
D

February 5th, 1946.

Mrs. Hatsu SUGAYA,
Reg. No. 01068,
New Denver, B.C.

Dear Madam:-

The file of Shigematsu TOYOSAKI, Reg. No. 00267 and formerly of Fashion Cleaners at 1002 West Georgia Street, Vancouver, is being reviewed at this time. The proceeds of the sale of same have been credited to his account on our books. He has requested that these funds be forwarded to him, but before complying we are advising you in case you are interested. In the near future we shall require to make remittance to him in respect to his balance.

Yours truly,

B.R. Dusenbury,
Administration Department.

BRD/DD.

9517/12961/12300

October 4th, 1946.

Mrs. Hatsu SUGAYA,

Reg. No.01068,
c/o Mr. Shigematsu TOYOSAKI,
156 Augusta Avenue,
Toronto, Ontario.

Dear Madam:-

We wrote you on the 5th February last in respect to Shigematsu TOYOSAKI and advising that we had credited his account with the proceeds of the Fashion Cleaners. As we did not hear from you we assumed that you were not interested. He has again asked that we forward the funds to his credit here, and this we are now doing, sending them to him at 156 Augusta Avenue, Toronto, Ontario.

This letter is merely by way of information.

Yours truly,

B.R. Dusenbury,
Administration Department.

BRD/DD.

9517/12300

REGISTERED. September 30th, 1946.

Mr. Shigematsu TOYOSAKI,
Reg. No. 00267,
156 Augusta Avenue,
Toronto, Ont.

Dear Sir:-

We are in receipt of your letter of the 24th instant requesting that funds to your credit on our books be forwarded to you.

Preparatory to complying with your request we have reviewed your file and your affairs that have come under our control in order that we may make a brief report to you as is customary when remitting a remaining balance.

Your principal asset was the Equipment of the Fashion Cleaners at 1002 West Georgia St.,of which you claimed ownership. Your niece, Kuniko SUGAYA, was associated with the business and in your behalf leased these chattels to a Mr. Pullan for 2 years from September 1st, 1942. You are aware that the revenue from this was used in the settlement of Life Insurance Premiums in her behalf and that of her father. These chattels were sold for $575.00 in April 1945 and the proceeds credited to your joint account with Kuniko SUGAYA.

We are enclosing to you herewith a Statement of this joint account to August 1945 when the balance of $521.24 was transferred to your personal account. Miss SUGAYA agreed to this arrangement. We are also enclosing a personal statement to date, showing a credit balance of $516.52 for which amount we are attaching our cheque.

In the foregoing, and in previous reports and correspondence, it would appear that we have accounted for your interests coming under our control and shall be obliged if you will confirm same when acknowledging the enclosed cheque.

For your convenience in replying we enclose a self-addressed envelope.

Yours truly,

B.R. Dusenbury,
Administration Department.

BRD/DD.
Encs. 4.

File No. 9517 & 12300
Reg. No. 00267 & 01071

Shigematsu TOYOSAKI
Miss Kuniko SUGAYA

	Date	Particulars	Debit	Credit	Balance
1942	September 1	Rent less commission	$ .50	$ 10.00	
1945	March 21	Sale of pressing & cleaning equipment		575.00	
		Valuation " " "	5.00		
		Advertising " " "	15.66		
		Insurance " " "	36.10		
		Closing adjustment " "	3.00		
		Legal Fees	8.50		
		Sale of unexpired licence		5.00	CR $ 521.24
		Balance transferred to single account	521.24		
			$ 590.00	$ 590.00	
					NIL

Accounting Department
September 28/46

File No. 9517
Reg. No. 00267

Shigematsu TOYOSAKI

Date		Particulars	Debit	Credit	Balance
1944	March 27	Proceeds Auction Sale	$	$ .95	
1945	August 11	Transfer of funds from joint account 9517 & 12300		521.24	
	September 13	Premium on insurance policies	11.30		
1946	February 26	Proceeds Auction Sale		5.63	
			$ 11.30	$ 527.82	
					CR $ 516.52

September 28, 1946
Accounting Department