11749

REAL ESTATE

BUREAU POWELL STREET

FILE No. 1174 9 / 81

FORM "A"

OFFICE OF THE CUSTODIAN

JAPANESE SECTION

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

PERSONAL INFORMATION

NAME: OBAYASHI Fusajiro

HOME ADDRESS: 1661 W. 2nd Ave., Vancouver, B. C. Evacuated to Blue River, Gosnell on March 24, now at New Denver.

REGISTRATION NUMBER 22a 02436 SEX: Male AGE: 51

OCCUPATION: Sawmill worker,

(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: A. B. Cushing Mills Ltd., 101 W. 2nd Ave., Vancouver.

MARRIED? yes

NAME OF WIFE OR HUSBAND: Tose 12296

ADDRESS OF WIFE OR HUSBAND: 1661 W. 2nd Ave., Vancouver, B. C.

NAMES OF ANY LIVING CHILDREN: 1. Shizue (F) 12285 2. Fumiye (F) 11745

3. Missye (F) 12519 4. Kanichi (M) 11683 5. Yoshikazu (M) 12210

6. Sumiye (F) 7. Yuriko (F) 8. Tokimitsu (M)

ADDRESS OF CHILDREN: 1661 W. 2nd Ave., Vancouver. 4. Slocan.

AGE OF CHILDREN: 22, 21, 20, 18, 16, 13, 11, 4 yrs.

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

1. LOCATION AND DESCRIPTION: 1661 W. 2nd Ave., City of Vancouver, Lot 33, block 219, district lot 526. Title deed number unknown.

2. BUILDINGS AND OTHER IMPROVEMENTS: Store with 2 rooms at back and 3 rooms upstairs. Five cabins behind the main building.

3. INSURANCE (Give particulars; state where policies are) none

4. TAXES (Amount and where payable) $58.70 payable City of Vancouver. 1942 paid.

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

6. OCCUPANCY AND LEASES (If vacant so state) Store & House is occupied by declarant, when evacuated the house will be rented to Mr. Bhola, 1700 block 2nd Ave., The amount of rent has not yet been fixed. Mr. Bhola will be responsible for the cabins as well as the house.

Mrs. Hori, occupies one 5 room cabin. $7.50 per month. Paid to end of August.
Mrs. Tanaka occupies one 3 room cabin. $6.50 per month. Paid to end of August.
Mrs. Masuda occupies one 2 room cabin. $5.00 per month. Paid to end of August.

Two of the cabins are vacant. Declarant has no agent.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: In own 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:

none

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

FORM "B" FILE No.

4. INSURANCE CARRIED ON ABOVE PROPERTY:

none

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

none

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

none

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

none

8. BANK ACCOUNTS: none

9. LIFE INSURANCE: none

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 18th day of August 1942

(Signature) 大林房次郎
M. 大林トセ

D. M. Chope.
Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

DATE August 9, 1942.

Our File No. 11749

Full Name OBAYASHI, Fusajiro
(Surname in Block Letters)

Registration No. 02436 Male - Female (Check) Age April 1st, 1892.

Former Address 1661 West 2nd Avenue, Vancouver, B. C.

Date Evacuated March 24th, 1942 Naturalized - Canadian-Born - National (Check)

Present Address ~~New Denver, B. C.~~ ~~Rosebery, B. C.~~
Sec. 12/46: P.O. Box 27, Nakusp, B.C. (Check 7/6/47)

Married - Single (Check)

Name of Wife Matsumoto, Tose - #02435

Name of Husband

Name of Mother (Nee HAYASHI) Uta (Dec'd) Name of Father Unokichi (Deceased)

Names of Children under 16 Yoshikazu (M) - 24/1/26 - 15377
Sumi (F) 17/11/28; Yuriko (F) - 8/9/30;
Tokimitsu (M) 25/7/38.

Requested by G.M. Registered with Custodian (Yes or No)

Additional Information Sawmill worker at Cedar Cove, West 6th Ave., Vancouver, B.C.
Land and house at above address.

REAL PROPERTY SUMMARY File 11749

JAPANESE NAME: Fusajiro OBAYASHI - - Reg. No. 02436.

CATALOGUE NO: 308.

PROPERTY ADDRESS: 1661 West 2nd Ave., Vancouver, B. C.

LEGAL DESCRIPTION: City of Vancouver, Lot 33, Block 219, District Lot 526, Group 1, New Westminster District, Plan 590.

TITLE: In the name of Sewa SINGH.

ENCUMBRANCE: 51054-H Right to purchase dated 2nd June 1927 in favour of Fusajiro OBAYASHI at a price of $3500.00 with interest at 7%.

Vesting 35307 - 2nd December 1942.

ASSESSED VALUE: 1942 -
Land $450.00
Improvements 1300.00 Total $1750.00 Taxes $61.04.

CLASSIFICATION: Apartment building and dwelling. These were a two storey apartment building 25 x 60 with a store in front and 3 apartments. Also in the rear of the premises, a two storey house 22 x 40 with two apartments. The total rental accruing to the owner from the two buildings - $19.00 per month and rentals to the end of October had been paid to Mrs. OBAYASHI.

HISTORY OF ADMINISTRATION: The property was unoccupied during November and December 1942. On the 29th December the City Building Inspector notified the Custodian of the alterations to be made before the premises might be used for habitation. It was estimated that these alterations would cost between $500.00 and $600.00.

There is on file a copy of an assignment of lease of this property from the Secretary of State to Elliott J. BARRON, but no copy of lease. The lease, it appears, was for a term of 2 years terminating on the 31st December 1944 at a rental for the term of $600.00. The lease was assigned to Walter D. McNEILL. Mr. McNEILL, for reasons not disclosed by file, was permitted to cancell the lease. By the terms of the lease the lessee was to make and bear the expense of the alterations required by the City, and it appears that some of these alterations were made by the lessee. The property was then rented by the Custodian to Arthur RONN who assumed the expense of completing the alterations, RONN renting on a monthly tenure at a rental of $25.00 per month. RONN occupied the premises during the Custodian's control and the total rental was $600.00.

OBAYASHI had paid the full purchase price and a Deed conveying the property to him was procured from Sewa SINGH and registered.

SOLD: To Sewa SINGH for $1900.00 cash as at November 7th, 1944, and Title sent to him by registered mail on March 13th, 1945.

FUNDS: Released to the credit of Fusajiro OBAYASHI, sale price $1900.00, plus rental $600.00 Total $2500.00; less commission on rentals $30.00, insurance $31.60, sundries $58.55, repairs $66.50, Certificate of Encumbrance $1.00, taxes $121.68, valuation $5.00, advertising $4.00, registration fee $15.05, commission on sale $95.00, closing adjustments $12.14, total $440.52. Net amount released $2059.48.

PROTEST: On the 28th January 1943, OBAYASHI stated that he did not intend to dispose of this property. Later he requested remittances from the Custodian and the amount of these requests would indicate that he would have been obliged to dispose of the property to maintain his family.

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

DATED August 15th, 1946.

IM:ML

Alien Prop. Sec. 2(f)

OBAYASHI, Fusajiro
1661 W. 2nd Ave., Vancouver, B. C.
Evac. File 11749



Picture Taken April 29, 1943

OBAYASHI, Fusajiro

1661 West 2nd Avenue, Vancouver, B. C.

FILE NO. 11749

REG. NO. 02436

Inspected - September 5th, 1942

LOT 33 BLOCK 219 D. L. 526

ASSESSMENT BUILDINGS $1,350.00 LAND $450.00

1. Lot 25 x 120 situated on the north side of 2nd Avenue in the centre of the block on which is situated one two-storey frame shingle roof apartment and immediately in rear, one two-storey frame shingle roof dwelling house.

2. Apartment 25 x 60 consisting of store in front which was used as a barber shop, now boarded up and storing furniture*. Immediately in the rear is a four-room apartment with two bedrooms upstairs, 20 x 12 and 15 x 12. Downstairs - Living Room 22 x 12 and kitchen 22 x 12, with sink. To the rear again one two-room apartment. Upstairs bedroom 18 x 12 and downstairs kitchen with sink, 22 x 12. Third apartment at rear is vacant with bedroom upstairs 18 x 12 and kitchen downstairs 18 x 12 with partition and sink. One toilet in rear.

Two-storey house 25 x 40 consists of two apartments - five-room apartment upstairs consisting of living room, three bedrooms and kitchen with sink. Downstairs, three room apartment consisting of two bedrooms and kitchen with sink.

3. Contents of occupied apartments belong to tenants.

4. No insurance. Could stand $1,000.00 on main apartment and $250.00 on house.

5. Liabilities - None.

6. Mr. Bhola (East Indian) took possession of four-room apartment in front of main building and claims that his agreement with Obayashi is on the basis of paying water, light and keeping in repair. No further rent transaction. Mrs. Masuda occupying two-room apartment in main building - $5.00 per month; Mrs. Hori, occupying five-room apartment upstairs in house at rear - $7.50 per month; Mrs. Tanaka, occupying downstairs three-room apartment of house - $6.50 per month. All three have paid rent to the end of October to Mrs. Obayashi. X

These three tenants are awaiting evacuation orders.

* See unfit file 1296

The Western City Company LIMITED

Per - C. Thurstone

BUILDING DEPARTMENT
(INCLUDING PLUMBING)

ANDREW HAGGART
BUILDING INSPECTOR

VANCOUVER B. C.

TELEPHONE FAIRMONT 2711

EVICTION SECTION
Rec'd DEC 30 1942
File No. 1749
Referred Mr Bowen

29th December, 1942

Mr. E.J. Boren,
301 West Hastings Street,
Vancouver, B.C.

Re 1661 West 2nd Ave.

An inspection has been made of the above premises by the District Inspector and the following details are required before the premises may be used for habitation:

1) Repair foundation, verandah and steps.

2) Install two baths or showers.

You are hereby notified, under the provisions of the Building By-law, to make the required alterations within thirty (30) days of the date of this notice.

Dated this 29th day of December, 1942.

BUILDING INSPECTOR.

AH/KH.
c.c. Custodian Enemy Property,
675 West Hastings St.

Francis O'Brynski

[redacted]

November 3rd, 1943.

[redacted]

Re: [redacted]

[redacted] Department)

Ref: Calculation No. 3068
Lease B.C. 2048 Amended
Vancouver, B. C.
Title No. 23048

Data has come at hand regarding the above property that Mr. E. D. McNeill had the right to lease but no lease was made out and Mr. McNeill in his letter of March 3rd, 1943 gave up any leasing rights he had in the property.

The property was subsequently rented to Mr. Arthur Rees for $25.00 per month, he undertaking to do all necessary repairs in line with City Health authorities requirements.

No formal lease was made but it was understood that it would be rented for a similar period to the McNeill properties, namely, for two years from January 1st, 1943.

In the circumstances, it is considered that this is a monthly tenancy.

[redacted]

[redacted]

File No. 11749.
Catalogue No. 308.

February 7th, 1945.

MEMORANDUM

TO: Mr. George Peters

FROM: Mr. D. A. Cramer

Fusajiro OBAYASHI
City of Vancouver
Lot 33, Blk. 219, D.L. 526, Gp. 1,
N. W. D., Plan 590.

With reference to the above property which was recorded in the Vancouver Land Registry Office, dated December 20th, 1944, we attach herewith the following documents in connection therewith.

1. Copy of application number 115626-I, dated December 19th, 1944, registering a Deed from Sewa Singh to Fusajiro OBAYASHI.

2. Copy of application number 115627-I, dated December 19th, 1944, registering the property in the name of the Custodian (Transmission).

3. Copy of application number 115628-I, dated December 19th, 1944, registering the property in the name of Sewa Singh (Dead).

4. Certified copy of Original Agreement for Sale dated June 2nd, 1927, from Sewa Singh to Fusajiro OBAYASHI.

5. Duplicate of Transmission dated December 6th, 1944.

6. Duplicate of Deed dated December 6th, 1944 - Secretary of State to Sewa Singh.

7. Certificate of Indefeasible Title number 115628-I, dated February 2nd, 1945, covering the above property in the name of Sewa Singh.

D. A. Cramer

DAC:JS
Attch.

11749

April 6th, 1945.

Mr. Tomajiro OHAYASHI,
Reg. No. 02436,
New Denver, B. C.

Dear Sir: Re: Catalogue No.306
1661 W. 2nd Avenue, Vancouver, B. C.
Lot 33, Blk. 219, D. L. 526

Please be informed that the above property has been sold as of November 7th, 1944 for the sum of $1900.00. An independent appraisal of this property has been obtained and the sale approved by the Advisory Committee.

Rents, 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 this sale appears on an attached statement, and the proceeds have been credited to your account. We are also enclosing a general statement of your account up to date which includes the net figure to which reference has already been made.

Including our letter of March 21st, we have written you on several occasions regarding the claims by Vancouver General Hospital and the B. C. Electric Railway Company, and must request you to reply by return.

Yours truly,

P. Doust,
Administration Department

PD/ER
Enc.
cc to B. C. Security Commission.

STATEMENT RE SALE OF: Name: OBAYASHI, Fusajiro

Catalogue No: 308 File No: 11749
Reg. No. 02436

Street Address: 1661 W. 2nd Ave., Vancouver.

Legal Description: 33/219/526.

Date of Sale and Adjustments ..... November 7, 1944. .....

Sale Price		$1900.00
Real Estate Agents Commission	$ 95.00	
Charge for Valuation	5.00	
Charge for Advertising	4.00	
Land Registry Office Transmission Fee	7.00	

Encumbrances:

[redacted]

[redacted]

[redacted]

[redacted]

Adjustments:

Fire Insurance		12.64
Taxes		9.13
[redacted]		
	111.00	$1921.77

Net Proceeds credited to your account 1810.77

Date: ..... April 5, 1945. .....

Compiled by: ..... George Peters. .....

File No. 11749
Reg. No. 02436

Tamaire OBAYASHI

	Date	Particulars	Debit	Credit	Balance
1945	February 24	Balance as per Statement sent		1,631.28	1,631.28 Cr.
	June 8	Cheque to you	100.00		
	Dec. 11	Cheque to you	30.00		
	Dec. 21	Cheques to you March to Dec. 8 @ $15.00 ea.	120.00		
1946	Jan. 25	B.C. Electric Railway Co. Ltd. Bal. a/c	2.80		
		Vancouver General Hospital - A/C Paid	45.05		
	April 29	Cheque to you	100.00		
	Oct. 19	Cheques to you - Jan. to Oct. 10 @ $15.00 ea.	150.00		
	Nov. 19	" " "	1,251.63		
1947	May 20	Cancel entry Feb. 26/44 - Proceeds Auction Sale re radio transferred	31.80		
			1,631.28	1,631.28	0

File No. 11749
Reg. No. 02436

Rosalie OHKASHI

	Date	Particulars	Debit	Credit	Balance
63	January 27	Land Registry Office - Certificate of Encumbrance	$ 1.00	$	
	March 3	Fire Insurance premium	31.60		
	December 10	Rents collected		275.00	
		Disbursements	138.80		
64	January 20	Taxes	59.94		
	January 3	Cheque to you	50.00		
	February 2	Cheque to you	15.00		
	February 26	Proceeds Auction Sale		31.80	
	April 1	Cheque to you	30.00		
	August 22	Taxes	61.74		
	October 6	Cheques to you May to Oct. - 7 @ $15.00 each	105.00		
		Rents collected		250.00	
		Disbursements	12.50		
	November 7	Balance route to date (nett)		29.29	
		Credit re Sale of Property		1,810.77	
	November 23	Cheque to you	15.00		
65	January 25	Cheque to you - 2 @ $15.00 each	30.00		
	February 14	Cheque to you	15.00		
			$ 565.58	$2,376.86	
					CR $ 1,831.28

Catalogue No. 308,
File No. 11769,
3261 West 2nd Avenue, Vancouver, B.C.
Lot 33, Blk. 219, D.L. 526, Gp 1.
NWD. Plan 590

February 21st, 1945.

RENA STEDE

(purchaser)

RE ACCOUNT WITH: The Custodian of Enemy Property

STATEMENT OF ADJUSTMENTS

(as at November 7, 1944)

	DEBIT	CREDIT
Purchase price	$1900.00	
Charges received		1900.00
Amount of rent collected		
November 7th to November 30th		
23/30 x 23.75		18.21
December 1st to December 31st/44		23.75
Registration fee on deed -$1900.00	8.05	
Insurance premium -40% x 31.60	12.64	
Purchaser's proportion of 1944 taxes		
58/365 x 61.74	9.13	
Balance owing to purchaser	12.14	
	$1941.96	1941.96

BALANCE OWING TO PURCHASER - $12.14

Catalogue No. 308
File No. 11749
1661 West 2nd Avenue
Vancouver/33/219/526
Certificate of Title No. 115628-L

Control of property covered by Certificate of Title No. 115628-L and described above is by me hereby acknowledged and I agree that all adjustments and incidents connected with the sale to me of this property have been settled.

Dated at Vancouver B.C. this 9 day of July 1945.

Signed Dewan Singh

Return to the Custodian

Date..October 28th, 1944.

REAL PROPERTY MEMORANDUM

File No. 11749

Name..OBAYASHI, Fusajiro..Registration No..02436

Re: Catalogue No. 308

Address: 1661 West 2nd Avenue, Vancouver, B. C.

Legal Description: Lot 33, Blk. 219, D. L. 526.
Store & Rooms, & 5 cabins.

TITLE AND ENCUMBRANCES.

A. Certificate of Title No. 98772'I' Whereabouts: Vancouver Land Registry Office.

Registered owner: Sewa Singh Reg. No. ---

Property: City of Vancouver, Lot 33, Block 219,
District Lot 526, Group 1, New Westminster
District Plan 590.

B. Charges.

Registered: 51054-H 4/6/27. 10.32 Fusajiro OBAYASHI. Right to Purchase for $3500.00 Int. 7%.
(The purchase amount has been paid up in full and Deed from Sewa Singh to Obayashi is being obtained from Mr. H. M. Dros&, lawyer to Sewa Singh.).

Deed all right

Vesting: 35307. December 2, 1942.

Unregistered: No evidence found.

Taxes: $61.74 - 1944 taxes paid.

Water: Water a/c of tenant.

Insurance: $2000.00. Expires Jan. 19th, 1946.

Assessed Value: Land: $450.00 Improvements: $1500.00

Valuation by Appraiser: $1900.00

Amount of Bid: $1900.00

Approved by Advisory Committee: October 26th, 1944.

Paid as shown in attached letter: $1900.00 paid in full.

Name of transferee as attached letter: Mr. Sewa Singh.

ADMINISTRATION.

Tenancy: Monthly tenure (state consideration & whether including or excluding furniture or equipment)

Monthly tenancy. Tenant: Mr. Arthur Ronn; rental - $25.00 per month.

Leasehold: (State period, consideration & unusual clauses and whether including or excluding furniture or equipment)

Nil

Chattels: Particulars of those stored on the premises.

None on premises.

Named Agent:

R. Douet.

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

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

Note - Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in brackets.

Registered June 4th 1927. 10:30 A.M. #25-1057

Sewa Singh

AND

Tusajiro Obarashi

Dated: JUNE 2nd A.D. 1927

AGREEMENT
FOR SALE OF LAND.

The Clarke & Stuart Co. Ltd., Law
Printers and Stationers, Vancouver, B.C.
Form No. 27

WILSON & DROST.

For the Secretary (or other Officer) of a Corporation

I Hereby Certify that, on the day of ,192 ,
at , in the Province of British Columbia (whose
identity has been proved by the evidence on oath of
who is) personally known to me, appeared before me and acknowledged to me
that he is the of
and that he is the person who subscribed his name to the annexed Instrument and
as of the said
affixed the seal of the
to the said Instrument, that he was first duly authorized to subscribe
his name as aforesaid, and affix the said seal to the said Instrument,
andthat such corporation is legally entitled to hold and dispose of land
in the Province of British Columbia.

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

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

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

C O P Y.

THIS AGREEMENT, made in duplicate this SECOND

day of JUNE in the year of Our Lord one thousand nine hundred and twenty-Seven:

BETWEEN

SENA SINGH of 1661 2nd Avenue West, in the City of Vancouver, in the Province of British Columbia, Labourer, son of Sham Singh, Village of Bero Wal, Jullundhur District, Punjab Province, INDIA:

Name, Address, and Occupation of Parties

hereinafter called the "Vendor" of the one part

AND

FUSAJIRO OBAYASHI, of 1652 2nd Avenue West, in the City of Vancouver, in the Province aforesaid, Sawmill Worker.

hereinafter called the "Purchaser" of the other part.

WHEREAS, the Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase of and from the Vendor the lands and hereditaments hereinafter mentioned, that is to say:- ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Vancouver, in the Province of British Columbia, and more particularly known and described as Lot Thirty-three (33), in Block Two Hundred and nineteen (219), in the subdivision of District Lot numbered Five Hundred and twenty-six (526), Group 1, New Westminster District, according to a registered map or plan deposited in the Land Registry Office in the City of Vancouver, in the Province aforesaid and number 590. ----------

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of -----THIRTY-FIVE HUNDRED---($3500.00) Dollars of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of ONE THOUSAND---------- ($1,000.00)---Dollars on the execution of this Agreement (the receipt whereof the said Vendor doth hereby admit and acknowledge), and the balance of two thousand five hundred dollars ($2500.00) H'm'D. payable as follows:

-----SIXTY DOLLARS ($60.00) per month, ~~including interest~~, H'm'D.

commencing July 2nd, 1927; AND ONE HUNDRED DOLLARS ($100.00) per month commencing January 2nd, 1928; SAID payments of $60.00 and $100.00 respectively to include interest at the rate of Seven (7) per cent. per annum----------

TOGETHER with interest on the balance from time to time owing under this Agreement at the rate of -----SEVEN (7)-----per cent. per annum, payable and included in H'm'D. with each said monthly instalment.

This is to certify that this is a true copy of the original.
A. Staley.

NOW IT IS HEREBY AGREED by the parties hereto, in the manner following, that is to say: THE Purchaser DOTH COVENANT, PROMISE AND AGREE to and with the Vendor that he will well and truly pay, or cause to be paid, to the Vendor the said sums of money above mentioned, together with the interest thereon at the rate aforesaid both before and after maturity and on the days and times in manner above mentioned; all sums in arrear for interest from time to time shall bear interest at the rate aforesaid from due date until payment; AND also shall and will pay and discharge all taxes, rates and assessments wherewith the said land may be rated or charged from and after this date, including local improvement assessments and sewer rates, whether already or hereafter assessed.

THE PURCHASER shall during the continuance of this agreement, and so long as any money remains unpaid hereunder, insure and keep insured against loss or damage by fire all buildings now on the said lands, or which may be hereafter erected thereon, in the sum of their full insurable value with some insurance company to be approved by the Vendor, and will pay all premiums and sums of money necessary for such purpose as the same shall become due; and will assign, transfer and deliver over to the Vendor the policy or policies of insurance, receipt and receipts, thereto pertaining, and if the Vendor shall pay any premiums or sums of money for insurance of the said premises, or any part thereof, the amount of such payments shall be added to the amount unpaid hereunder and shall bear interest at the rate aforesaid from the time of such payment and shall be payable forthwith.

IN CONSIDERATION WHEREOF, and on payment of the said sum of money, with interest thereon as aforesaid, the Vendor DOTH COVENANT, PROMISE AND AGREE to and with the Purchaser to convey and assure, or cause to be conveyed and assured, to the Purchaser by a good and sufficient deed in fee simple, ALL THAT the said piece or parcel of land above described, together with the appurtenances thereto belonging or appertaining, FREED AND DISCHARGED FROM ALL ENCUMBRANCES, save and except

AND ALSO save and except local improvement assessments or taxes and sewer rates from and after the date hereof, and subject to the conditions and reservations in the original grant thereof from the Crown, and such deed shall be prepared at the expense of the Purchaser and shall contain the usual statutory covenants, but the Vendor shall not be required to furnish any abstract of title, or proof or evidence of title, or any deeds, papers or documents or copies of any deeds, papers or documents relating to the said property other than those which are now in possession of the Vendor, save and except the Certificate of Title, which shall be deposited in the Land Registry office by the Vendor.

AND ALSO shall and will suffer and permit the Purchaser to occupy and enjoy the same until default be made in the payment of said sum of money, or interest thereon, or any part thereof, on the days and times in the manner above mentioned, subject, nevertheless, to impeachment for voluntary or permissive waste.

AND it is expressly agreed that time is to be considered the essence of this Agreement. Unless the payments above mentioned are punctually made at the times and in the manner above mentioned, and as often as any default shall happen in making such payments the Vendor may give the Purchaser thirty days' notice in writing, demanding payment thereof, and in case any default shall continue, these presents shall, at the expiration of such notice, be null and void and of no effect, and the Vendor shall have the right to re-enter upon and take possession of the said land and premises; and in such event any amount paid on account of the price thereof shall be retained by the Vendor as liquidated and ascertained damages for the non-fulfilment of this Agreement to purchase the said land and pay the

price thereof and interest, and on such default as aforesaid the Vendor shall have the right to sell and convey the said lands and premises to any purchaser thereof.

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

AND ALSO, it is hereby agreed that the Purchaser may at any time within the above-mentioned period pay the balance of the purchase money of the said lands and the interest thereon, at the rate aforesaid up to the date of such payment, unless this Agreement is rendered null and void as herein provided.

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

FUSAJIRO OBAYASHI,
1652 2nd Avenue West,
Vancouver, British Columbia.

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

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

In the event of this Agreement being registered and in the event of default being made in any payment or in respect of any of the covenants herein contained, whether before or after such registration, it is expressly agreed that the Vendor shall be at liberty to cancel, remove and determine such registration on production to the Registrar of Land Titles of a satisfactory declaration that such default has occurred and is then continuing.

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

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

SIGNED, SEALED AND DELIVERED
in the Presence of:

Signature of Witness "Herbert Mason Drost" } Signed "Sewa Singh"
Street Address 510 Hastings West
City Vancouver, B. C. } Signed "F. Obayashi"
Occupation Solicitor

AFFIDAVIT OF WITNESS

Province of British Columbia }
To Wit: }

I, of the
of , in the Province of British Columbia,
make oath and say:

1. I was personally present and did see the within instrument duly signed and executed by the part thereto, for the purposes named therein.

2. The said instrument was executed at

3. I know the said part , and that of the full age of twenty-one years.

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

Sworn before me at }
in the Province of British Columbia, this }
day of 192 }

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

FOR MAKER (INCLUDING MARRIED WOMAN)

I hereby Certify that, on the Second day of June 1927 at the City of Vancouver, in the Province of British Columbia, SEWA SINGH and FUSAJIRO OBAYASHI (~~whose identity has been proved by the evidence on oath of~~ , ~~who is~~) personally known to me, appeared before me and acknowledged to me that they are the persons mentioned in the annexed instrument as the makers thereof, and whose names are subscribed thereto as parties, that they know the contents thereof, and that they executed the same voluntarily, and are each of the full age of twenty-one years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office at the City of Vancouver in the Province of British Columbia, this 2nd day of June in the year of our Lord one thousand nine hundred and twenty-seven.

Signed "H. M. Drost"
A Notary Public in and for the Province of British Columbia.
~~A Commissioner for taking affidavits within British Columbia.~~

NOTE- Where the person making the acknowledgment is personally known to the Officer taking the same, strike out the words in brackets.

FOR ATTORNEY

I Hereby Certify that, on the day of 192 , at
in the Province of British Columbia
(whose identity has been proved by the evidence on oath of
, who is) personally known to me, appeared before me and
acknowledged to me that he is the person who subscribed the name of
to the annexed instrument as the maker thereof, that the said is the same person
mentioned in the said instrument as the maker thereof, and is still alive to the best of his belief, and that he, the said
knows the contents of said instrument, and subscribed the name of the said thereto voluntarily as the free act and deed
of the said under authority of a power of attorney
which has not been revoked.

FIRE INSURANCE SUMMARY

FILE 13789 Re: [illegible] Reg. No. 01436

The premises were up to the 1st December 1942 uninsured and the Custodian arranged to insure these premises in the Wellington Fire Insurance Co., policy 301489 in the amount of $1700.00 on the apartment house in front and $500.00 on the apartment house in the rear for a period of 3 years expiring [illegible] 1945. The premium of $31.00 was paid by the Custodian and charged to [illegible]'S account. The policy was transferred on the 9th January 1943 to Sam SINGH.

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

[illegible]

DATED August 15th, 1946.

[illegible]

GRASS	NAME GRASSIE Penajire	FILE NO. 11749

COMPANY	POLICY NO.	AMOUNT	EXPIRATION			PROPERTY
			MONTH	DAY	YEAR	
Wellington Fire Insurance Company	[illegible]	$2,000.00	Jan.	19	46	Fish on north side of Lot 2nd Ave., Lot 33, Blk.239, Dist.526 Vancouver, B.C.

SUMMARY of LIABILITIES

File No. 12769 Dated Sept. 23/46

Name: Fumajiro OHAYASHI (Mr.)
Reg. No. 02436

No liabilities were declared by the above Japanese person, but a review of this file reveals that the following claims were lodged against him:

Dr. K. Ishida	$129.00
Vancouver General Hospital	45.05
B. C. Electric Company	2.80

Dr. K. Ishida's claim was withdrawn at a later date.

On November 13, 1943 we wrote to the above Evacuee advising him of the claims lodged against him by the Vancouver General Hospital and the B. C. Electric Company and under date of December 14th, 1943 we received a reply from his daughter, S. Ohayashi, stating that they were at present unable to pay these debts as they had a very large family and her father was not working. Accordingly we informed Mr. Ohayashi that on the sale of his real property we would hold sufficient funds to pay these outstanding debts.

No further correspondence relative to these claims took place until March 21, 1945, at which time we wrote to Mr. Ohayashi requesting that he give us authorization to pay these claims in view of the funds in his account from the sale of his property. No reply was received. Subsequently this was written five times, still without reply, therefore on December 19, 1945, we wrote advising him that in view of his failure to reply to our many letters we would pay these claims from funds in his account unless we heard from him to the contrary by January 15, 1946. No reply was received from Ohayashi, therefore these claims were paid from his account on January 22, 1946 and he was advised accordingly.

No other claims are revealed against this Japanese person.

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

K. Hutton

/MB

11749

Wilson S

HEALTH DEPARTMENT

STEWART MURRAY
M.D. D.P.H.
MEDICAL HEALTH OFFICER

TELEPHONE FAIRMONT 2711

VANCOUVER, B. C.

Sept. 25th, 1942.

OFFICE OF THE CUSTODIAN
JAPANESE ASSETS
RECEIVED
SEP 26 1942

R. P. Alexander, Esq.,
Assistant Manager,
Custodian of Alien Property,
506, 675 West Hastings St.,
Vancouver, B. C.

Dear Sir:

Re: 1661 W. 2nd Avenue.
Assessed owner - Sewa Singh
Owner by agreement of sale - Fusajiro Ibayashi

The above premises, front portion of which comprises three suites, are all now vacant, and the conditions found here were such as to require the premises being placarded until the necessary work is done.

Defective plumbing and a thorough clean up under the building are the main reasons for this action.

If there should be prospective tenants for these premises, I would appreciate the opportunity of inspecting the rooms and advising further.

Respectfully yours,

G.A. Logan

GAR:EM

CHIEF SANITARY INSPECTOR.

FILE COPY

Dec. 14, 1942.

MEMORANDUM FOR THE FILE.

Re: SEATTLE, Tract No. 02436.

Title records show no agreement for sale between

the owners of this property. It appears to be a sale to Onayemi.

There will probably be other interests on this land, those

of the unpaid vendor, which will need attention.

Search should be made and if Japanese they should

be referred to the appropriate files. If not they can be

served for on the administration of this file.

P. E. Russell.

PER:AD

11749

November 10, 1942

The Western City Co.,
544 Howe Street,
Vancouver, B. C.

Dear Sirs:

Re: Fusajiro OBAYASHI

Please accept our thanks for your letter of November 4th enclosing duplicate report on F. Obayashi's affairs.

In connection with the apartment house in front, we have received a letter from the Health Department of the City of Vancouver stating that the front portion of the premises consisting of three suites, is in such a condition as to require the premises to be placarded until the necessary work is done; and that the plumbing is defective; also that a thorough clean-up under the building should be made.

We would suggest that it might be possible to find a tenant to take over these three suites, making an allowance of rent if they had the plumbing fixed up as required by the City.

The City apparently has no complaints in regard to the two storey house in the rear, consisting of two apartments. Will you kindly endeavour to find tenants for this property.

We note that Mrs. Obayashi has collected all the rents up to the end of October.

Yours truly,

G. D. Milsom
Administration Department

GDM/GH

11749

December 31, 1942

Mr. Fusajiro OBAYASHI,
Reg. No. 02436,
New Denver, B. C.

Dear Sir:

We are in receipt of your letter of December 15th in connection with your property at 1661 West 2nd Avenue, known as Lot 33, Block 219, D. L. 526 and there was no question about selling your property but we wish to point out that it is registered at the Court House in the name of Sewa Singh subject to right of purchase by you. As you state that you have completed your payments under this agreement, we would ask you to let us know if you have received a deed from Sewa Singh and if so, it should be sent to us so that we may have the property registered in your name, the rightful owner. Your prompt attention to this will be appreciated.

Yours truly,

G. D. Milsom
Administration Department

GDM/GH

EVACUATION SECTION
JAN 15 1943
11749
WESTERN CITY BLDG
544 HOWE ST.
Referred

The Western City Company
Limited

CABLE ADDRESS "WESTCO"

INVESTMENT SECURITIES

Vancouver, Canada

January 13th, 1943.

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

Dear Sir:- Attention Mr. S. M. Gibson
File No. 11749

This property in the name of Fusajiro OBAYASHI, 1661 West 2nd Avenue, Vancouver, B.C., has not as yet been covered by fire insurance. The property was condemned by the City and no Company would assume the risk until the City By-Laws had been conformed to. The property is in the process of renovation and the Lessee is conforming to the instructions received from the City. The work has progressed sufficiently and we are having another survey made this week with the idea of placing $1500.00 on the apartment building and $500.00 on house in rear.

Thanking you, we are

Yours very truly,

THE WESTERN CITY COMPANY LIMITED

C. J. Harstone

C. J. Harstone

CJH:m

NOTE: As per telephone instructions, Mr. Harstone will place ~~additional~~ insurance as suggested in this letter.

18/1/43 SM GIBSON

11749

January 25, 1943

B. C. Security Commission,
New Denver, B. C.

Attention Mr. C. F. Swain

Dear Sir:

Re: OBAYASHI, Fusaiiro

Would you kindly have F. Obayashi appear before you in connection with the property at 1661 West 2nd Avenue and ascertain if he has an unregistered deed to this property known as Lot 33, Block 219, D. L. 526. The property is now registered in the name of Sewa Singh, subject to Agreement of Sale to Fusajiro Obayashi.

F. Obayashi claims he has paid up the balance due and we would like to know if he has received his deed from Sewa Singh, and if so, he should send it to us so that we may give his affairs proper attention.

Yours truly,

G. D. Milson
Administration Department

GDM/GH

Telephone PAcific 7531

BRITISH COLUMBIA SECURITY COMMISSION

MARINE BUILDING
VANCOUVER, B.C.

EVACUATION SECTIO
Rec'd FEB 1 1943
File No. 11749
Ans.
Referred Jackson

NEW DENVER, B.C.
January 28th, 1943.

sent to Gibson

Mr. G.D. Milsom,
Administration Department,
Office of the Custodian,
Vancouver, B.C.

Dear Sir:

Your letter of January 25th addressed to Mr. Swain regarding OBAYASHI, Fusajiro.

I have had Mr. Obayashi into the office today and he has produced the unregistered deed for the property at 1661 West 2nd Avenue, being Lot 33, Block 219, D. L. 526. His deed is dated 2nd January, 1927.

Mr. Obayashi does not wish the deed out of his possession and would like to know why you require the deed. He states that he does not wish the property to be sold.

Would you be good enough to advise me what if anything further you wish done in this matter, and at the same time, might advise why you require the deed so that I may tell Mr. Obayashi and secure it from him if it is absolutely necessary.

Yours truly,

F. G. Walker,
Asst. Supervisor.

FGW/VH

Vancouver, B. C.,
February 8, 1943.

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

Dear Sirs:

Re- My Lease Arrangement
666 Alexander St. - D. Machida Evac # 3205/12277
1661 West 2nd Ave. - Obayashi

I am presently renting the above two premises, the first through P. C. Gibbens & Co., and the second through the Western City Co.

I duly completed a lease on the Alexander Street property, which I understand was to be sent to the owner, Denkichi Machida for signature. The second property, due to some confusion in title, was never leased by an Indenture of Lease.

This letter will serve to advise you that I am assigning all my rights in the leasing of these premises to W. D. McNeill together with other leases as per the arrangement I understand has been effected by Mr. Messenger with Mr. Shears and Mr. Wright.

Will you be good enough to forward your consent to this transfer to Mr. Messenger on behalf of Mr. Walter D. McNeill.

Yours very truly.

E. J. Burrows

(666 Alexander Street - Evacuee File #3205 & 12277) 749
(1661 West 2nd Avenue - Evacuee File #11749) C

Ln File 11749

[redacted]
Washington, D. C.
February 9th, 1943.

[redacted]
[redacted], Attention Mr. J. C. Stevens.
Washington, D. C.

Dear Sirs

This will confirm the interview which took place in Mr. Wright's office with you this morning.

To acknowledge receipt of the Assignment from Elliott J. Bacon to Walter D. Bellill dated February 6th, 1943 relative to leases on property known as 1618 West 2nd Avenue, 710 Alexander Street, 1642 West 2nd Avenue, 407 Alexander Street, 1638 West 2nd Avenue, and the pending lease on 666 Alexander Street, 1651 West Second Avenue. We also have the Declaration of Trust signed by W. D. Bellill as well as your memorandum of the conference held on the 5th of February, 1943, and obtained by Mr. Rogers representing the City, Messrs. Hirt and Bellill for the syndicate and Mr. Lowe, the contractor.

Herewith you will find Assignments executed by Mr. Stevens attached to the leases relating to 1618 West 2nd Avenue, 710 Alexander Street, 1642 West 2nd Avenue, 407 Alexander Street and 1638 West 2nd Avenue. These Assignments are handed to you on the understanding that they will be retained until such time as you secure a written undertaking from the remaining members of the syndicate interested in these properties to discharge the accounts in connection with the repairs authorized by Mr. Bacon if any remain unpaid. You are to obtain a further undertaking from them to meet the obligations relative to future repairs in order that the Custodian may be protected as to Mechanics liens or other actions. You will also please secure a Declaration from the contractor and Mr. Bellill as trustee of the syndicate regarding present position of the accounts. We will also require a copy of the syndicate agreement and evidence as to the financial responsibility of the parties. It would also be advisable to secure a Declaration from Mr. Bacon to the effect that all accounts which he has incurred have been brought to the attention of the syndicate.

Kindly acknowledge receipt of the enclosed documents.

Yours truly,

P. G. STEVENS (signed)
Acting Director.

PGS/S

3205, 12277 & 11749 (Stevens)

912 Royal Bank Bldg.,
Vancouver, B. C.
February 9th, 1943.

Harold D. Campbell, Esq.,
810-812 Standard Bank Bldg.,
Vancouver, B. C.

Attention Mr. R. C. Hammond.

Dear Sirs Lots 666 Alexander Street & 1661 West 2nd Avenue.

We have a letter from Mr. E. J. Baron advising that he is assigning all his rights in the leasing of the above properties to T. D. McNeill.

We understand that Messrs. P. C. Gibbons & Co. have forwarded a lease to McNeide for execution but this has not been returned.

The Custodian approves the assignment to Mr. McNeill subject to conditions outlined in our earlier communication being relative to other properties vested to Baron. The property known as 1661 West 2nd Avenue has been vested in the Custodian and the owner has been advised to forward his agreement in writing for registration. The Custodian approves the Assignment to Mr. T. D. McNeill subject to the proviso referred to in beginning of this paragraph.

You will appreciate that it will be necessary for us to clear up this question of title and that the arrangements made with respect to 1661 West 2nd Avenue are necessarily dependent upon clearance.

Yours truly,

P. G. SHEARS
Acting Director.

rm/s

301 West Hastings Street,
Vancouver, B. C.,
March 2, 1943.

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

EVACUATION SECTION
Rec'd MAR 3 1943
File No. 11749
Ans.
Referred

Dear Sirs:

Attention Mr. Milsom

Your File No. 11749
Re- Property at 1661 West 2nd Avenue.

1073

The above property was apparently leased by your Agent, the Western City Co. Ltd., for a period of two years to Mr. E. J. Baron as Trustee for the E. J. Baron Holdings. As you no doubt know, Mr. Baron is now no longer connected with the Partnership and the leases involved have been assigned to me as Trustee for this Partnership.

As there was no lease on our files in connection with this property, I was unaware until recently, on checking over the Assignments to myself, that this property was apparently assigned to me with the other properties involved. It is not my wish to accept the Assignment of the leasing of this property and as I understand Mr. Peter Hem has a client who is interested in leasing same, I hereby release and cancel any leasing rights which I may have to the above property.

On satisfying yourselves that Mr. Hem's client is satisfactory as a substitute tenant for this property, will you be good enough to confirm the cancellation of my leasehold thereon.

Yours very truly,

A. D. Emerick

EVACUATION SECTION
Rec'd MAR 3 1943
File No. 11749
Ans.
Referred Doust

316 Howell Street,
Vancouver, B. C.,
March 2, 1943.

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

out to Green

Dear Sirs: Attention Mr. Milsom

Re- 1661 West 2nd Avenue

I understand from Mr. W. D. McNeill that he is requesting the cancellation of the Assignment to him of the leasing rights to the above property by E. J. Baron.

I have a client, Mr. Arthur Ronn of 180 West 7th Avenue who is prepared to lease these premises on the same basis as originally rented to Mr. Baron. He has been through the property and understands thoroughly that all repairs, improvements, etc., required by the City authorities, are to be effected by him at his own expense. For your information Mr. Ronn is employed by the Lake Logging Co. and has clear title to two properties in the City, one at 3636 West 19th Avenue. He also has considerable equity in another property which he is buying under Agreement for Sale from the Credit Foncier. His banking reference is the Royal Bank of Canada, Vancouver Branch and I am personally prepared to recommend him as a satisfactory tenant.

If Mr. Ronn's rental offer is accepted will you be good enough to write him confirming same, c/o the Lake Logging Co. at Rounds, B. C., and send a copy of the letter to me.

I understand there is some mixup in the title to this property and that as a result it suits your purpose to simply rent the property under Letter Agreement. I am quite sure that this is satisfactory to my client and suggest that you simply embody in your letter of acceptance, the fact that the property is leased to him subject to his assuming responsibility for the cost of improvements, etc., for any City requirements.

Yours truly,

Peter Ronn

Ref #11749

11749 and ~~22976~~

March 10, 1943.

Attention Mr. C. J. Harstone

The Western City Company Limited,
544 Howe Street,
Vancouver, B. C.

Dear Sirs:

Re: Mrs. and Mrs. Fusajiro OBAYASHI
1661 West 2nd Avenue, Vancouver.

Confirming our 'phone conversation of yesterday, as promised, we enclose copies of letters dated March 2nd from Mr. W. D. McNeill and Peter Hem--which letters are self explanatory.

Since speaking to you on the 'phone, the writer finds that Mr. Wilson of this Department, who has been handling this matter up to the present, has agreed that Mr. Peter Hem's client, Mr. Ronn, shall take over this lease, and we understand that Mr. Ronn has paid you the March rent of $25.00 per month, which kindly confirm. The writer understands that Mr. Ronn is also handling a property nearby which was another of the premises originally taken over by Mr. Baron and assigned to Mr. McNeill, who has in turn released same and handled the matter through Mr. Peter Hem.

We understand there has already been some adjustment over some repairs that have been done, and you will thus appreciate that the matter has gone too far to make any change, as suggested by you. The writer would explain that he was not in full possession of all the facts when he spoke to you on the 'phone yesterday.

We have acknowledged Mr. McNeill's letter, advising him that we agree to the cancellation of his lease, and have also confirmed to Mr. Hem that we accept his client, Mr. Ronn.

Yours truly,

P. Doust,
Administration Department.

PD:BT

MEMORANDUM

Files 11749
~~12296~~

March 16, 1943.

TO: Mr. Green

FROM: Administration Department.

Re: Mrs. and Mrs. Fusaijiro OBAYASHI

With reference to your memo of the 6th instant, I had a talk on the 'phone yesterday with Mr. Harstone, of the Western City Company who are our Agents for this property, and he advised that beyond making a list of the chattels in the main property (he stated that the small house was quite empty with no furniture etc. in same), he does not know anything at all about the thefts. Mr. Harstone stated that after the Japanese were evacuated, Bhola Singh was only in possession of the four-room apartment for two or three days, as when he heard that the property was condemned by the City authorities he cleared out and would have nothing further to do with the matter. The property was empty between the end of October and the end of November, and in early December negotiations were opened up and Mr. E. J. Baron finally agreed to take the premises over at $25.00 per month, he seeing to all repairs. As you are aware, Baron's interests were transferred to Mr. W. D. McNeill, and as he did not wish to take over this property, he was released, and it is now in the hands of Mr. Peter Rem's client, viz., Mr. Arthur Romm.

We have mentioned the above facts that you may know what has happened regarding the tenancy of this property. As mentioned above, Mr. Harstone advised that he had prepared a list of the furniture etc. for Mr. Baron to sign, but when it was decided by you to send the Obayashis' equipment to Central Storage, he understood you would deal with the remainder of the furniture. We feel in the circumstances it will probably be better for you to advise the Japanese of the goods that have been stolen, and we regret that this memo is not more helpful, but possibly you can fill in the rest of the picture.

P. Doust.

PD:BT

TELEPHONE: MAriNE 1274

H. M. DROST

Barrister and Solicitor

201 INNS OF COURT, 678 HOWE STREET
VANCOUVER, CANADA

January 12th, 1945.

Dept. of Secretary of State,
Office of the Custodian,
Japanese Evacuation Section,
506 Royal Bank Building,
City.

EVACUATION SECTION
Rec'd JAN 13 1945
File No. 11749
Answered
Referred

Attention Mr. George Peters,
Administration Department.

Dear Sirs:

Re: Catalogue No. 308 - 1661 West 2nd Avenue, Vancouver - 33/219/526 - Your Ref. 11749 - Sewa Singh.

Sewa Singh has handed to me your letter of December 21st last. It appears that the former tenant, Arthur Ronn, has left the premises and is now living somewhere on Vancouver Island. The party in charge of the property is holding the rents collected since sometime in November or December, and I have asked him to pay these at my office. I will advise you when he makes payment. Will you kindly advise me as to whether Arthur Ronn had a written lease and, if so, when the lease expired. If there was no written lease, on what day of the month was his rent due? I take it that you have not made any rental arrangement with Ronn's successor.

Yours truly,
H. M. DROST,

HMD'KS

Mr Peters
No lease.
This is a monthly tenancy.
Rent is due 1st of each month.
Rent $25.00 pd to us for month ending Dec 31/44.
Joint ad read
Ad to Western Indy. agent.

11749

January 13th, 1945.

H. M. Droet, Esq.,
Barrister & Solicitor,
201 Inns of Court,
678 Howe Street,
Vancouver, B. C.

Dear Sir: Re: 1661 W. 2nd Ave., Vancouver, B.C.
Cat. No. 308. Fusajiro OBAYASHI.

We are in receipt of your letter of the 12th instant and note that Mr. Sewa Singh has handed on to you our letter to him of December 21st, 1944. In reply to your queries we would point out that Arthur Ronn rents this property from us at $25.00 per month and these rents are paid by him to our agents, The Western City Company Limited, 544 Howe Street, Vancouver, B. C.

In passing we would mention that the property was rented to Mr. Ronn at the above figure in view of the fact that we were aware that he would be involved in spending a very considerable sum on these premises for repairs, etcetra.

There is no written Lease and the tenancy is on a monthly basis, the premises having been rented to Mr. Ronn for nearly two years. Rent is payable on the first day of each month and has been paid up to January 31st, 1945 to our agents. We understand that Mr. Ronn never has lived at the premises but that one of his tenants looks after the property for him and collects rents from the other tenants.

Mr. C. J. Harstone, of the Western City Company Limited, is we understand handling Mr. Ronn's affairs and no doubt you will wish to get in touch with him on this matter.

Yours truly,

P. Douet,
Administration Department

PD/ER
cc t Harstone

PERSONAL PROPERTY SUMMARY

File No. 11749 August 19, 1946

Re: Fusajiro OBAYASHI (Mr.)
Reg. No. 02436

Chattels: This Evacuee declared in his JP form dated August 18, 1942 (signed in Japanese) that he had no personal property in the Protected Area in British Columbia. However, chattels were declared by Tose OBAYASHI (wife) and same are dealt with on her file, No. 12296.

Specified Articles: Although declared by Tose Obayashi (wife) the R. C. M. P. Exhibit Report shows the DeForrest Crossley Radio, Ser. No. 71752, as belonging to Fusajiro OBAYASHI and same has been dealt with on his file, namely 11749. This Radio was sold by auction on January 27, 1944 for the sum of $31.80 net. To date, although asked for on two occasions, the Radio Receipt has not been received by this office. (See Supplementary Summary attached).

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

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

E Robertson

E. Robertson.

MEMORANDUM July 28, 1943

To:File 11749

From: Specified Articles Department.

Re: OBAYASHI, Fusajiro - Reg. 02436

ARTICLE	DESCRIPTION	APPRAISED VALUE
RADIO	DeForrest Crossley Radio Console Type. Serial No. 71752.	$40.00

Sold by Auction 27/1/44
Vancouver Radio 2.

This radio declared by Mrs Fusajiro Obayashi, Fe 612296
FW

Jan.27/44 - Sold for $37.00, less expenses of $5.20, leaving net credit of $31.80. This amount was credited to Fusajiro Obayashi's account February 26, 1944.

R.C.M.P. Exhibit report 65 placed on Suspense, file 26/5/47
E. Robertson aug. 19/46.
C.S.

LF

GENERAL SUMMARY

File No. 12296

November 21, 1946

Mrs Tose OBAYASHI, Reg. No.02435

The building in which the goods of Mrs. OBAYASHI were left is described by the Western City Company Ltd. (Custodian agents) in their report of September 5, 1942, as being a two-storey frame shingle roof apartment. Immediately in rear of this building was a two-storey frame shingle roof dwelling house. The building in front contained three apartments and a store (used as a barber shop by the Japanese). The report of the agents states that the barber shop was boarded up and was being used for the storing of chattels. At that time there were in the buildings some Japanese tenants awaiting evacuation orders.

In declaration to the Custodian on August 18, 1942, Mr. Fusajiro OBAYASHI, File 11749, husband of Mrs. Tose OBAYASHI, had reported that he had leased the building to Mr. Bhola. He stated that the tenant would be responsible for the cabins (by which he apparently meant the apartments) and that the rate of rental had not been fixed.

The Custodian agents were informed by Mr. Bhola (an East Indian) that the basis of rent was payment of light and water, and keeping the premises in repair. Bhola occupied the four-room apartment in the front building, at the time the Western City Company inspected this property for the Custodian.

It was not until the Custodian received from the Vancouver Health Department on September 26, 1942, a letter stating that the buildings were vacant, and would be placarded until necessary plumbing repairs and clean-up were effected, that the Custodian was aware that Bhola Singh had vacated the building.

Following receipt of the letter from the Health Department, efforts were made to rent the building. On December 11, 1942, the chattels were removed for safer storage to 604 Cordova Street. Memorandum of February 24, 1943, indicates that Bhola Singh was interviewed in regard to the missing chattels and that he had reported that he too had suffered loss due to break-ins while he occupied the building.

Although Mrs. OBAYASHI reported goods stored in the shop and in an upstairs room, the only goods found were those stored in the shop. It would appear that between August 18, 1942, when she reported to the Custodian, and September 4, 1942, when she left the protected area, Mrs. OBAYASHI had moved her chattels into the shop and had boarded up this section of the building.

J Motiuk,

[redacted]

December 9th, 1944.

TO: Mr. Green

FROM: Administration Department

Re: 1651 West 2nd Avenue,
Vancouver, B. C.
Tenancy OBAYASHI - File 11749
Home OBAYASHI - File 12296

In connection with chattels at these premises we would refer you to your letter of March 17th, 1943 to the Custodian which dealt extensively with the loss of the greater portion of the chattels declared.

According to the file Mr. C. E. Webb, 1788 W. 1st Avenue, Vancouver, holds the following goods for the Obayashis:

2 or 3 gas, old water heats
1 - 10-gal. crock
2 - 2-gal. crocks
1 - 1-gal. crock
3 or 4 - 4-gal. wooden tubs
1 - heating stove

but in his letter of January 11th, 1943 Mr. Webb stated these goods were of no value.

The goods removed to the Custodian's Central Storage on December 11th, 1942 were as follows:

2 - barber chairs
2 - large mirrors
3 - boxes (contents unknown)
1 - small cabinet
2 - large dishes

but there is no record as to whether these have yet been sold.

The correspondence relating to these chattels is on Mrs. Obayashi's File No. 12296.

F. Doust.

FD/EM

CHATTEL SCHEDULE

Files: 12296 & 11749

JP.of Aug.18/42 Item CHATTELS In Store		Inventoried Dec.11/42	Sold At Auction	CLAIM
2 Barber Chairs	x	2 Barbef Chairs	2 Barber Chairs	
1 Electric Clipper				Electric Goods
1 Cash Register	x			
2 Parlor Tables	x			
1 Kitchen Stove	x	1 Heating Stove	1 Heater	Stove
1 Kitchen Table	x			Table
1 Dz. Platters (8)	x	2 Lge. Dishes	2 Dz.Dishes	
2 Big Mirrors	x	2 Lge. Mirrors	2 Lge. Mirrors	Crockery
1 Sink				
1 Cabinet	x	1 Sml.Cabinet	1 Cabinet	
1 Carpet	x			Carpet
2 Kitchen Cabinets	x			Cabinet
1 Dz. Dishes	x			Dishes
1 Dz. Trays (6)				Trays
1 Table				
6 Flower Pots				
6 Blinds				
1 Tank	x			Blinds
2 Lacquer Picnic Boxes				Tank
3 Flower Vases				
In Room Upstairs:				
1 Single Bed	x			
1 Dressing Table				Single Bed
3 Tables				Dresser
1 Bicycle with Carrier				
1 Dz. Xmas Ornaments				Bicycle
3 Double Beds	x			
4 Blinds				3 Double Beds
1 Gramophone				
5 Picture Frames				Gramophone
1 Closet	x			Picture Frames
1 Carpet	x			Closet
11 Chairs				
1 Wash Basin				Carpet
Reported by husband Feb.8/43				
In addition to items (x)				
2 Beds				
Bamboo Cabinet		1 Bamboo Bookcase	Bamboo Shelf	
4 Crocks		4 Crocks	3 Crocks	
Wooden Tubs		3 Wooden Tubs		
1 Sml.Cabinet				
1 Sofa				
3 Chairs			Chair Sold	Chair
1 Big Clock				
3 or 4 prs.Ice Skates				
2 Loads of Wood				
Lumber				
		Old Water Hose	Garden Hose	
		5 Boxes	2 Bx.Miscellaneous	

EXHIBIT No 367 - 6

DATE 10 Mar 1948

FILED BY A. Fisher

12296
11749

March 17th, 1943

Mr. and Mrs. Fusajiro OBAYASHI,
Registration Nos. 02436 & 02435,
New Denver, B. C.

Dear Sir and Madam:-

Thank you for your undated letter listing your effects left at 1661 West 2nd Avenue and asking why we did not permit Mr. Bhola Singh to remain living on these premises.

After your evacuation, Bhola Singh only remained on your premises for two or three days as when he heard that the property was condemned by the City Authorities he vacated it and showed no further interest. The property was empty between the end of October and the end of November but has now been rented.

When our staff called to remove the chattels to storage in order that the new tenant might move in, they found that the property had been ransacked and large quantity of bulky chattels removed apparently by professional thieves. One room that had been boarded up by you had been torn down and the contents removed. So prevalent is lawlessness in this area that even after the tenant was in possession, another breaking and entering took place and the tenant lost a stove and other effects.

We much regret that this should have occurred and that the only items now left belonging to you are those set out in our letter of January 21st.

Yours truly,

H. F. Green
Protection Department

HFG:IF

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

April 19, 1948

NAME GRAYASHI, Tome (Mrs. Funajiro)

REGISTRATION NO. 02435 / FILE NO. 12296

The following chattels were sold by public auction at 1047 Seymour St., Vancouver, B.C. on September 28, 1944

Old garden hose		$ 0.80
3 Crocks		1.90
Rocker		6.90
Total		$ 9.60
Less Expenses: (Auctioneer's Fee	$0.92	
(Advertising:	0.30	
(Moving:	0.98	$ 2.20
		7.00
Net Proceeds Credited:		$

Members of Custodian Staff Present. Mr. Smith

Extracted from Auctioneering List No. Vancouver 512

Remarks.

NAME CHIASSI, Tone (Mrs. Pasquino)

REGISTRATION NO. 0435 FILE NO. 1225

The following chattels were sold by public

auction at 752 Powell St., Vancouver, B. C., on September 9, 1949.

Box divan	$ 0.45
Box divan	0.35
Bamboo shelf	0.40
Large mirror	16.50
Rocker chair	3.00
2 Brass standlamps	1.50
Rocker chair	2.00
Chair and cushion	0.50
Total	$ 24.70
Less Expenses: (Auctioneer's Fee $ 2.59 (Advertising 1.84 (Moving 4.65	$ 9.08
Net Proceeds Credited:	$ 15.62

Members of Custodian Staff Present. Mr. Wills

Extracted from Auctioneering List No. Vancouver 51.

Remarks.

11769

January 22nd, 1946.

Mr. Funajiro OHAYASHI,
Registration No. 02436,
Bromberg, B. C.

Dear Sir:

We enclose our cheque in the amount of $15.00 representing your remittance for the month of February from funds standing to the credit of your account.

Respecting our letter of December 19, 1945, as we did not hear from you by January 15, 1946 we have now paid the account of The Vancouver General Hospital for the hospitalization of your daughter, Miss S. Obayashi, the amount being $45.05 and not $45.55, as previously mentioned.

We have also paid the balance of the account owing to the B. C. Electric Company since December 1942, in the amount of $2.85. This thus clears up the claims in your account, and after allowing for the above and the enclosed cheque, there is standing to your credit a balance of $1516.43.

Yours truly,

P. Doust,
Administration Department

PD/ER
Enc. 1

11749

March 6th, 1946

Miss S. OBAYASHI,
Registration No. 16940,
Rosebery, B. C.

Dear Madam:

We are in receipt of your letter of February 28th and presume you are the daughter of Mr. Fusajiro OBAYASHI, Registration No. 02436, and if this is the case we would point out that there are of course no funds standing to your credit, but there are funds in your fatherbaccount, amounting to $1503.43. No money can be paid from his account without his approval.

You are aware that $15.00 per month is sent to your father from his account and as apparently a cash amount is required for the purchase of clothing, etc., we would recommend that you put the whole of the facts before the local Supervisor at New Denver so that either the monthly amount be increased or a definite sum be forwarded to take care of present needs. When this is done the local Supervisor will write to the Department of Labour, Japanese Division, here in Vancouver and the matter will receive their prompt attention.

Any application for funds made by you should of course be signed by your father.

Yours truly,

P. Doust,
Administration Department

PD/ER

11749

November 18, 1946

REGISTERED MAIL

Mr. Funajiro OBAYASHI,
Reg. No. 02436,
P. O. Box 27,
HAKUSP, B. C.

Dear Sir:

We have for acknowledgement your letter of November 12th and now enclose Custodian cheque in the sum of $1251.63, leaving a credit balance of $31.80 in your account with this office.

With reference to that portion of your letter relating to chattels, as the household effects were declared by your wife, Tose OBAYASHI, the proceeds derived from the sale of these effects have been credited to an account in her name. These funds, however, will be remitted to her upon receipt of her request in writing to the Custodian.

We would draw to your attention our letter to you dated February 26, 1946 in which we requested you to forward to this office the receipt given to you by the R. C. M. P. when you handed your radio over to them in March 1942. Before the above-mentioned balance of $31.80, which represents the net proceeds derived from sale of radio, can be released to you the R. C. M. P. receipt must be in the hands of the Custodian.

Kindly acknowledge receipt of the enclosed cheque.

Yours truly,

E. Robertson,
Office of the Custodian

/ER
Enc.-Custodian cheque $1251.63

11749

May 7th, 1947.

Mr. Fusajiro OBAYASHI,
Reg. No. 02436,
P. O. Box 27,
Nakusp, B. C.

Dear Sir:

On November 18th, 1946 we wrote to you advising that there was standing to your credit with the Custodian the sum of $31.80, representing net proceeds derived from sale of a radio at public auction in your name. We informed you at that time that it was necessary that we have on file, before releasing to you the above funds, the receipt given to you by the R.C.M.P. when you handed the radio over to them in March 1942. Up to the time of writing we have not received the Radio Receipt, nor have we heard from you.

In the event that you have mislaid the Radio Receipt we enclose herewith a Declaration Form, in duplicate, one copy of which we would ask you to sign and return to this office. Upon receipt of the above Declaration Form, duly signed, a cheque in the amount of $31.80 will be forwarded to you.

In the absence of a reply, however, within two weeks from the date of this letter, namely May 21st, it will be assumed that this radio did not belong to you and shall transfer the above funds to our Suspense Account.

Yours truly,

E. Robertson,
Office of the Custodian.

/ER
Enc. - Declaration Form.

MEMORANDUM

TO: Miss C. Girard May 23rd, 1947

FROM: E. Robertson

Re: Funajiro OBAYASHI - #02436
File No. 11749.

Three requests have been made for the R.C.M.P. receipt given to Mr. Obayashi when he handed his radio over to them in March 1942, without results. In our last letter of May 7th, 1947 a Declaration Form was enclosed for him to sign and return in the event that the R.C.M.P. receipt had been lost, at which time we advised that in the absence of a reply by May 21st, 1947 we would assume the radio did not belong to him and would transfer the funds from sale of radio to our Suspense Account. No reply received to date.

Will you kindly transfer the proceeds of Vancouver Radio Auction #2 held on January 27th, 1944 to our Chattel Suspense Account?

E. Robertson

Accounting Department

Charge to File 11749 and credit to Chattel Suspense Account -
SUSPENSE - OBAYASHI, Funajiro - R.C.M.P. 65.

Vancouver Radio 2 - Realized: $37.00 —Less Expenses: $5.20 -Credited:$31.80

Transferred, May 26, 1947.

C. Girard

N.B. Mr. Robertson has been notified that the proceeds of this sale were transferred May 26th/47.

Cert No. 505 [redacted] Dec 11 1949

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.

NOV 20 1947

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

(1) NAME OBAYASHI (Print) Surname FUSAJIRO Given Name **(RCMP) Reg. No.** 02436

(2) Pre-Evacuation Address 1661 2ND AVE WEST

(3) Present Address NAKUSP B.C.

(4) REAL ESTATE

(a) Street Address (if any) 1661 2ND AVE WEST VANCOUVER B.C. (City or Municipality.) (Province)

(b) Legal description (lot number, block number, section number, etc.)
LOT. 33 BLK 219 D.L. 526.

(c) Type of Real Property (cross out words which do not apply):
~~(i) Farm~~
(ii) Residence **Type of business** BARBER & RESIDENCE
(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	$1350 00
(ii) Buildings	$1500 00
(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable)	~~$3225 00~~ 2350 1900
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value)	~~$3162 00~~ 1450
(v) Amount at which Custodian sold property and credited your account	~~$1251 63~~
(f) Loss (This figure is arrived at by deducting item (v) from item (iv)	~~$1910 37~~

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation
1661 2ND AVE WEST

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

(c) How stored or packed at time of evacuation BARBER EQUIPMENT LEFT IN STORE
KEYS LEFT WITH CUSTODIAN — PERSONAL PROPERTY LEFT IN ONE ROOM UPSTAIRS.

(over)

(d) In whose care was property left at date of evacuation by the claimant. (This question refers to the 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") IN NO ONES CARE (CUSTODIAN).

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

1.	BLINDS-TABLE-CARPET-STOVE-TANK	Estimated Value $
2.	CABINET DISHES-TRAYS-CROCKERY	Estimated Value $ 175.00
3.		Estimated Value $
4.	SINGLE BED-3 DOUBLE BED-CLOSET-DRESSER	Estimated Value $
5.	CARPET-GRAMAPHONE-RECORDS-CHAIR	Estimated Value $
6.	BICYCLE PICTURE FRAMES-ELECTRIC GOODS	Estimated Value $ 190.
7.		Estimated Value $ 350.00
8.		Estimated Value $ 163.20
9.		Estimated Value $
10.		Estimated Value $ 3 382.20

TOTAL CLAIM FOR PROPERTY LOSS $ 355.00

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) . . . . . $ [redacted]

(6) (a) Place at which claimant prefers to be heard. (Vancouver, Kamloops, Nelson, Lethbridge, Moose Jaw, Winnipeg, Toronto or Montreal.) NEW DENVER.

(b) Do you require the services of an interpreter at the hearing? Yes or no YES

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,
of
TO WIT:

I, F. Obayashi of the
of NAKUSP. 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 Town
of Nakusp
in the Province of British Columbia
this 17th day of November
A.D. 1947.

F. Obayashi

A Commissioner &c.

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.

Name of Claimant OKAZAKI, Fusajiro

Case NVA

Custodian File 11749

REAL PROPERTY

Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)			V.L.A. Mission Village			Total
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Total	Amount	Sale Price	Total Award 125% of all Sale Prices: % of Total	Amount	
1900	95.00 12.50										107.50

PERSONAL PROPERTY

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

NETS

Total award for Nets plus Sale Price	Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing	Percentage Total Award to Total Claim	Claim for Nets Sold Declared Not Found, & Recorded Now Missing	Apply % ratio to Claim	Deduct Custodian Sale Price	

MISCELLANEOUS CHATTELS

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	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price	
110.00	38.10	11.43	37.366	255.00	95.27			106.70

TOTAL RECOMMENDATION 214.20

1540

11749

October 3rd, 1950.

Mr. Funajiro OKAYASHI,
Hakusp, B. C.

Dear Sir:

Re: Japanese Property Claims Commission
Case No. 377

We have received from the Co-Operative Committee on Japanese Canadians, Release executed by yourself covering the award recommended under the above Commission, for the sum of $214.20.

Cheque for $178.86 is enclosed herein, and the sum of $35.34 has been paid to the Co-Operative Committee on Japanese Canadians for legal fees as authorized.

Yours truly,

F. G. Sheare,
Director.

FGS/jo
1 encl.

Case No.371

Fusajiro OBAYASHI

MEMORANDUM

Claim form has been amended as follows:

All figures under Section (4)(e) crossed off, and replaced with figure of $2350 as total value minus $1900., amount at which property was sold, showing Loss as $450.00.

(5) (e) 6. Estimated value changed from $210. to $190. TOTAL CLAIM changed from $385. to $338.20.

(f) Total of item 4(f) and 5(e) changed from $2295.37 to $788.20.

I hereby certify that the above statement is correct.

April 19, 1948

per M VanVact

DEFENCE BRIEF

Fusaiiro OBAYASHI

File No.11749

Case No. 371

Urban Real Property
Chattels
Nelson, B.C.,
Mar. 10, 1948.

REAL PROPERTY CLAIMS

1. Real Property Claim	Appraised at	Sold for
$2350.00	$1900.00	$1900.00

(a) Witness - J.R. REID, Appraisers.

Question of fair market value.

(b) Property registered in name of SEWA SINGH with a Right to Purchase for $3500.00 (S1054H 4/6/27 10:32) to FUSAJIRO OBAYASHI.

Legal Description -
City of Vancouver,
Lot 33, Block 219, D.L. 526, Gp. 1,
N.W.D., Plan 590. (1661 W. 2nd Ave.)
Vancouver, B.C.

PERSONAL PROPERTY CLAIMS

2. Chattel Claim	Sold for
$365.00	$38.10

Practically all articles left on the premises were stolen. Articles remaining after theft were sold by auction for $38.10. There is no record whatever of $255.00 worth of chattels (based on claimant's figures). It is presumed these chattels were stolen. (P.7 Transcript).

Apparently the difference between the amount claimed ($365.00) and the amount presumed stolen ($255.00), which is $110.00 represents the claimant's valuation.of the auctioned goods. A more accurate figure is not obtainable because the auctioneer's itemization cannot be correlated to the claimant's list.

There is a possibility of agency. The chattels were left with one Bohla Singh and he vacated the premises without notifying the Custodian. The premises were placarded by health authorities and the Custodian then notified. (See pp.8 and 11 Trans.).

Mr. WILLS & Mr. SMITH attended auction.

Summary of Defence Witnesses	Where Required
J.R. Reid	1 (a)
Mr. Wills) Mr. Smith)	2 (a)

JLG/mw

Custodian's Office,
Royal Bank Building,
Vancouver, B.C.

January 29th, 1918.

H. Hamijiro Obayashi,
Kamsap, B.C.

Dear Sir: Re Japanese Property Claims Commission.

I am Dominion Government counsel on the above-named Commission. Pursuant to the direction of the Commissioner, the Honorable Mr. Justice H.I. Bird, I beg to advise you that insofar as I am able to determine at the present time, my reply to your claim will be based upon the following grounds:-

1. Your real property was sold for its fair market value.

2. Your claim for goodwill, etc., is outside the terms of reference as your business was not sold as a going concern.

3. In your J.P. Form you declared that you had no personal property within the protected area. If the items now claimed for representing items for which your wife made claim in her J.P. Form, it is suggested that an application be made to the Commissioner to join your wife as an applicant or to have her file a separate claim.

4. For your information it is submitted that any property belonging to your wife which was disposed of by the Custodian was sold for its fair market value.

Yours truly,

John W.G. Hunter.

JWGH -e

CASE NO. 372.

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

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E
(THE HONOURABLE MR. JUSTICE H.L. BIRD, COMMISSIONER).

Nelson, B. C.,
March 10th, 1948.

IN THE MATTER OF THE CLAIM OF
KENAITRO OKAYASU.

PROCEEDINGS AT HEARING.

APPEARANCES:

J.W.G. KENNEDY, Esq., appearing for the Dominion Government.

A.W. FISHER, Esq., appearing for the Claimant.

A. WATSON, Esq., Secretary.
D.J. HAMMOND, Esq., Official Interpreter.
G. HAMILTON, Esq., Official Reporter.

F. Obayashi,
In Chief.
Discussion.

MR. FISHER: My lord, I am ready to proceed with the Obayashi case; Funajiro, if the first name.

THE COMMISSIONER: Yes.

FUNAJIRO OBAYASHI, the claimant herein, being first duly sworn, testified through the Interpreter as follows:

MR. FISHER: There are certain amendments to the claim form, my lord. The total for the real estate is $2350.00, the credit $1500.00. There is one amendment on the bank, my lord, from $210.00 the figure is changed to $190.00, and the credit is $26.80, leaving a net there of $338.20, which is to be added to the $450.00 from the other page.

THE COMMISSIONER: Now referring to the face of the claim form for a moment. There is a claim for $312.00 for goodwill or something of that description.

MR. FISHER: That has been abandoned, my lord.

THE COMMISSIONER: So that the net claim for the real estate is $450.00.

MR. FISHER: That is correct.

I will explain, my lord, this was a barber shop and he couldn't get anything for the goodwill. He has pretty well listed the barber shop assets, making a total net claim, then, of $788.20. I have a net figure of $338.20 for chattels on the bank page plus $450.00 — $788.20.

THE COMMISSIONER: Yes.

DIRECT EXAMINATION BY MR. FISHER:

Q Now, Mr. Obayashi, Mr. Fukushima has gone over this

such estate form of yours and you have signed it.
Is it now here and current? A: Yes.

MR. FISHER: I would have it go in exhibit 1, my lord.

(STATEMENT HANDED EXHIBIT NO. 1).

Q Likewise with regard to the chattels of the barber shop and household chattels and those of yourself and your wife — A: Yes, those are current items.

MR. FISHER: Exhibit 2, my lord.

(STATEMENT HANDED EXHIBIT NO. 2).

MR. FISHER: Now, on behalf of my learned friend I file a valuation by J.E. Reid & Company, a valuation of February 24th, 1944, $2000.00. The 1944 assessed values are given at $1600.00 and $1200.00 for a total of $2800.00. Now the sale of this property was effected for $3000.00. Have you anything with the date on it?

MR. [illegible]: Yes, 7th of November, '44, my lord.

MR. FISHER: Speaking to the reality, my lord, this was a property at 1651 2nd Avenue West, Vancouver, B.C., which is in the vicinity of Burrard Street between Granville and Burrard on 2nd. There was a store in the front which this man used as a barber shop. There is living accommodation right in the back of the store and a series of two storey cabins. In other words, they must have had separate entrances and a person not only had a room the ground floor but one up above. I believe there are five in all totalling 10 rooms and there was a small house at the rear.

The notable opposite with regard receiving at a value of 15, the Custodian had an offer of a rental at $600.00 for a two year period or a rental of $25.00 per month, and the tenant was to do considerable repairing that had been ordered by the building inspector, and the tenant first lived up was apparently willing to do this. Subsequently an opportunity heised out. Practically an identical arrangement on a monthly basis was made with another tenant;

THE COMMISSIONER: What is the meaning of the reference at the end of Exhibit 1 to the effect that it was repurchased by Sewa Singh for $3900.00?

MR. FINKEL: Yes, I meant to bring that out, my Lord. This sum, as you will notice up higher, where he lists the next price, $3500.00, and you will notice over on to top right corner that he bought column 25th, 1927, at the top right hand corner where it shows the date of purchase —

THE COMMISSIONER: Yes.

MR. FINKEL: He bought it for $3500.00 from Sewa Singh, the matter involved here. By the time of the sale of the place, I believe the mortgage and everything had all been cleared up and Sewa Singh again stepped into the picture. I would ask my learned friend if he would produce a couple of letters in that regard. In the first instance he made an offer of $1600.00 by letter, Simpson MacPherson Limited, and shortly thereafter in a further letter they offered $1900.00. I think it should be noted that

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In Chief,
Discussion.

to my learned friend's the the letter from the Custodian to Simpson-MacPherson's is missing. It may be that it is probably in the master file, but Mymath it in his file with him today. I think it must be quite obvious that the Custodian wrote and said this had been valued at $1900.00 and "If you raise your offer $100.00 you can have it".

MR. MYERS: I don't think that is the exact wording, my Lord.

MR. FISHER: Well, I think it would be interesting to know.

THE COMMISSIONER: I conclude that that is an inference that Mr. Fisher draws.

MR. FISHER: These will go in collectively as Exhibit 4, my Lord.

(LETTERS MARKED EXHIBIT NO. 4).

MR. FISHER: Possibly my friend at a later date might file the missing letter.

Turning now to the personal property claim of this man, I am afraid at this point in the proceedings I am beginning to get a little lazy about writing, and I would ask to file as Exhibit 5 the personal property analysis. This will go in as Exhibit 5.

(ANALYSIS MARKED EXHIBIT NO. 5).

MR. FISHER: If your Lordship has that in front of you now, in the left column your Lordship will see the articles that were left, and I have penciled in -- and the witness here was sitting with me giving me the information -- the valuations that he places on these articles to arrive at his claim figure of $175.00 for the first block and

$300.00 for the next block.

THE COMMISSIONER: Yes.

MR. FISHER: There are six valuations. In the column at the right, my Lord, where it says, "As record at any time", I have again inserted some figures which total $255.00.

In his claim with regard to personal chattels he has stated "One Bhola Singh took over autumn to look after the property". The rest of this is more on his information. "Because building was condemned shortly thereafter he vacated. Myself and wife had left by this time and I believe the Custodian should have taken possession or put in a caretaker. Custodian's letter of March 17, '43, indicates they were aware of vacancy."

I would ask my learned friend to file a copy of that letter.

MR. HUNTER: A letter to whom?

MR. FISHER: To the claimant.

MR. HUNTER: Yes.

MR. FISHER: This will be Exhibit 6, my Lord. I would like to bring out the contents without necessarily being bound by them, as part of the case. I will read the relevant parts of it. (Reading).

"After your evacuation . . . and the contents removed". Then they go on to say that lawlessness is very prevalent in the area. I will ask to file that letter. I will let my learned friend look at it for a minute to see if there is anything further.

MR. HUNTER: I have read that.

(LETTER MARKED EXHIBIT NO. 6).

THE COMMISSIONER: I take it, then, that the articles that are shown as "declared, not found" are to be taken as having been stolen in that the situation, Mr. Hunter?

MR. HUNTER: Yes, my lord, they should have been shown as stolen, I think. Of course they were not found but the reason they were not found was because they had previously been stolen.

THE COMMISSIONER: Yes.

MR. FISHER: There was a slight reduction, my lord, in the credit, if you recall, on the claim. I only gave the Custodian credit, I believe, for $25.00.

THE COMMISSIONER: Yes.

MR. FISHER: And that was because they were made up of all but miscellaneous goods, $4.20. We didn't feel that $4.20 received by the Custodian for miscellaneous goods covers any of these that are now claimed.

That is the case, my lord.

MR. HUNTER: It is submitted, my lord, that the real property was sold for its fair market value. It is submitted that these few items of personal property which were sold were sold for their fair market values. It is submitted that the claims made for items which were stolen are exorbitant.

The real property is a straight question of appraisal and valuation, my lord.

These items shown on the analysis, Exhibit 5, as mentioned before declared as not found, were

stolen. The tenant placed in the property by the claimant left without notice to the Custodian and the Custodian only found out that he had left upon receiving these letters from the city condemning the property.

THE COMMISSIONER: Was that before the theft took place, or after?

MR. HUNTER: The theft took place between the time, apparently, when the tenant left and the time when the Custodian found out about it and visited the premises to check.

THE COMMISSIONER: What stand does the Government take in regard to liability for the stolen articles then?

MR. HUNTER: His position I haven't had to consider before, my lord, and I should like at this point to make a reservation that it may be that we shall have to submit that the tenant was, in effect, an agent of the claimant and that the claimant is therefore responsible for acts of his agent.

THE COMMISSIONER: It might be as well to bring out from this witness just what the situation was in regard to the tenancy.

MR. FISHER: Bhola Singh was the tenant.

CROSS-EXAMINATION BY MR. HUNTER:

Q Mr. Ohayashi, when did you place this tenant, Mr. Singh, in your premises?

A Mr.Singh took over my premises in September or October of 1942 when my wife was evacuated.

Q And was this tenant your tenant or your wife's tenant?

A I was away at rural camp so my wife left the place to Mr. Singh.

Q You. And this furniture claimed to that belonged to your wife -- didn't it, all these chattels?

A Well I am not sure. I was away at rural camp so my wife was in charge of all the chattels.

Q Well you didn't declare any chattels when you left, did you? A: No, I didn't.

Q Your wife declared them, didn't she?

A Yes.

Q Were they your wife's property or did they belong to you? A: I can't say that they were mine or my wife's; they belonged to both of us.

Q I see. You are quite satisfied, or you were quite satisfied to let your wife lease this property; she had authority to do so; had she?

A Yes, I was at the rural camp.

THE COMMISSIONER: Mr. Hunter, you might follow up the comment in the right hand column of Exhibit 5, the second paragraph.

MR. HUNTER: Q: Now, before you left, Mr. Ohayashi, apparently you reported to the Custodian that your property would be rented to Mr. Bhola. What happened to that arrangement?

A I don't know anything about that. I only heard by mail from my wife that she had rented the place to Mr. Singh.

Q And you never heard of Mr. Bhola?

MR. FISHER: That is the first name, I think.

MR. [redacted]: Is it Bhola Singh?

MR. FISHER: Yes.

MR. [redacted]: I see.

Q And whatever the arrangement that your wife made with Mr. Singh, do you know? What I want to know is what did he make any arrangements to look after your shattels? A: Yes.

Q What did he agree to do in connectionwith your furniture and equipment?

A All the equipment in regard to the barber shop was locked up in one room and the other equipment, beds and furniture, were left in the rooms and he was supposed to take care of them.

Q He was using all the rooms, was he?

A He was using one room upstairs.

Q Did he have the right to use all the rooms?

A No I don't think so.

Q Didn't you lease him the whole house or the whole building? A: He was only authorized to occupy the one room upstairs. He was authorized to use one room at the back.

Q How do you know? A: My wife reported to me when we eventually met.

Q How much was the rent?

A We didn't collect any rent. We just asked him to take care of thepiace for us.

Q Well he was a real caretaker, was he?

A Yes.

Q He was allowed to live there in return for looking after your building and equipment, is that it?

A Yes.

MR. FISHER: I think that is all, my lord.

THE COMMISSIONER: Thank you.

MR. FISHER: There is nothing I wish ask the witness, my lord.

THE COMMISSIONER: There is one question I would like to ask.

Q When did you learn that Bhola Singh had left your house? A: About a year after I left. I heard it more or less by rumour.

THE COMMISSIONER: Did you inform the Custodian of the rumour? A: No.

THE COMMISSIONER: All right, that is all.

MR. FISHER: I think in that regard, my lord, it must be taken that he probably got the letter from the Custodian in March of '43 reporting on the situation.

THE COMMISSIONER: Yes, that might well be.

MR. FISHER: There is one other point I want to make, my lord, that on the chattel form, Exhibit 5, the paragraph your Lordship was referring to, you will notice that the chief sanitary inspector informed the Custodian of the condition in September, 1942. It came to the Custodian's attention then.

THE COMMISSIONER: Yes.

MR. FISHER: So that I don't think he can say he didn't know he had the building to look after or anything like that.

THE COMMISSIONER: Yes.

MR. FISHER: That is all.

(PROCEEDINGS ADJOURNED SINE DIE)

Certified a true and accurate transcript.

Gordon Hamilton.

"G. HAMILTON"

Official Reporter.