11979

EVACUATION SECTION
JUN 8 1945
Rec'd
File No. V
Ans.
Referred Card

FILE No. 11979

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: TATSUYA OMOTO

HOME ADDRESS: 138 BROADWAY E. VANCOUVER, B.C.

REGISTRATION NUMBER 07809 SEX: MALE AGE: 41

OCCUPATION: CLEANING AND DYEING.

VICTOR WHOLESALE CLEANERS & DYERS (PARTNERSHIPS S.YAMAKAMI, T.ASAOKA, MURATA Y.WATANABE, INAMA, INOUYE

(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:

MARRIED? YES

NAME OF WIFE OR HUSBAND: SATO OMOTO

ADDRESS OF WIFE OR HUSBAND: 138 BROADWAY E. VANCOUVER B.C.

NAMES OF ANY LIVING CHILDREN:

TOSHIO,
KENJI, EMIKO

ADDRESS OF CHILDREN: SAME ABOVE

AGE OF CHILDREN: TOSHIO 15 KENJI 13 EMIKO 2

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

1. LOCATION AND DESCRIPTION: VICTOR WHOLESALE CLEANERS AND DYERS
LOCATED AT 2046 W. 4TH AVENUE VANCOUVER B.C.
PLANT OF CLEANING AND DYEING

2. BUILDINGS AND OTHER IMPROVEMENTS:
FACILITIES HAS BEEN INVESTED BY PARTNERSHIPS
MY OWN INVESTMENT AMOUNT SIX HUNDRED DOLLARS

3. INSURANCE (Give particulars; state where policies are)
FIRE AND BURGLARY INSURANCES. POLICIES ARE HELD BY MR. S. YAMAKAMI

4. TAXES (Amount and where payable)

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed)

6. OCCUPANCY AND LEASES (If vacant so state)
FOR DETAILS PLEASE INQUIRE MR. S. YAMAKAMI OF ROSEBERRY B.C.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: MR. S. YAMAKAMI OF ROSEBERRY B.C.

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST:

9. IF FARM LAND STATE CROPS SOWN

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION:

2. LANDLORD'S NAME AND ADDRESS:

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

4. STATE WHEREABOUTS OF LEASE:

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

6. IF FARM LAND, PARTICULARS OF CROPS SOWN:

STATEMENT OF PERSONAL PROPERTY OWNED:

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

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

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY

FORM "JP" FILE No. _____

4. INSURANCE CARRIED ON ABOVE PROPERTY: _____

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

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

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

8. BANK ACCOUNTS: _____

9. LIFE INSURANCE: _____

10. INTEREST IN ANY ESTATES OR TRUSTS: _____

11. SAFETY DEPOSIT BOX: _____

LIABILITIES:

1. PERSONAL DEBTS: _____

2. TRADE DEBTS: _____

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

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

Dated this 6TH day of JUNE 1945

(Signature) T. Omoto

Witness

FOR DEPARTMENTAL USE _____

11979, 1933 and XI 790.

December 6th, 1950.

R. J. McMaster, Esq.,
Barrister & Solicitor,
1406 Royal Bank Bldg.,
Vancouver, B. C.

Dear Sir:

Re: Case No. 96 - Tatsuyo OMOTO
" " 809 - Shotaro YAMAKAMI
" " 1192 - Genkyu IWAMA

On the award sheet for Case No. 809 (which includes Cases 96 and 1192 as above) there is a notation by Mr. Macdonald to the effect that a special award was given by Mr. Justice Bird in these cases with written reasons.

We cannot find any trace of the written reasons referred to. Will you please advise us.

Yours very truly,

B. Good.
Comptroller.

BG/jo

ANALYSIS OF CLAIM

NAME: OMOTO, Tatsuya

Reg. No. 07809

File: 11979

EXHIBIT NO._____

CASE No._____

VENUE_____

CLAIM: Victor Wholesale Cleaners and Dyers, 2046 West 4th Ave., Vancouver, B.C.
Interest: Partnership (7 members).
$3,475.00 Capital - Claimant's Share: $600.00
Estimated value as going concern: $4,170.00
Custodian Credit 896.40
LOSS 3,273.60

Remarks: The equipment of a dry-cleaning plant at 2046 W.4th Ave.,Vancouver, was purchased by Yoneyuki WATANABE and Shotaro YAMAKAMI on October 20,1941, for the sum of $3,500.00, under a Conditional Sale Agreement. On March 19,1942, there was a balance of $1,079.18 due under this Sale Agreement.

On March 19,1942, Daniel Hicks (owner of the premises) was assigned the interest of the original vendor in the Conditional Sale Agreement. On that date Shotaro YAMAKAMI and Genkyu IWAMA (to whom had been transferred the interest of Yoneyuki WATANABE)entered into an Agreement with Mr.Hicks, by which the equipment was left in the care of Mr. Hicks, to whom there was owing in addition to the $1,079.18, the sum of $45.00 for one month's rental of the premises. Mr. Hicks rented the premises and equipment, the rent of the equipment was, in accordance with the Agreement of March19, 1942, to accrue in satisfaction of interest of 7% on the unpaid balance of $1,124.18, and to cover insurance costs and general upkeep of the machinery. Therefore, no funds were paid to the Custodian in connection with the rental of the equipment.

On August 28,1944, W.B.G.Thompson appraised the equipment. Valuation was $2,071.25. On November 30,1944 the equipment was advertised for sale by tender. One bid of $2,100.00 was received and was accepted. The sum of $1,124.18 was paid to Mr.Hicks from the proceeds of the sale, in full settlement of the moneys due him.

As Shotaro YAMAKAMI and Genkyu IWAMA had reported ownership of the equipment the proceeds were distributed to these two men on the basis of information they had supplied to the Custodian; two-thirds of the proceeds were credited to YAMAKAMI and one-third to IWAMA.

It was not until June 6,1945, that Tatsuya OMOTO informed the Custodian that he had an interest in this equipment. He has since sent in a document in Japanese (reported to be a receipt for $400.00 of his $600.00 investment) and he has given information regarding the other investors.

Attached is a Summary of our records in respect to Victor Wholesale Cleaners. Two other claims have been filed in connection with this equipment, as follows:

1. YAMAKAMI, Shotaro, Reg.No.11598, File 1933- Venue: Moose Jaw
Interest: Lessee - 3 year lease from October 20,1941 at $50.00 per month.
Income: $13,000.oo per annum. Estimated value as going concern:

Goodwill	$10,000.00
Inventory	9,655.50
	19,655.50
Amt. at which Custodian sold property	1,124.18
LOSS	18,531.32

2. IWAMA, Genkyu, Reg.No.07127,File XI.790 Venue: Toronto
Interest: Part interest - 6 shares of 82. Estimated value as going concern:

Business	$6,000.00
Machinery	8,200.00
	$14,200.00

Claim: 7.3% of $14,200.00 - $1,039.00

This is, of course, incorrect. This is the amount of balance owing to Hicks.

VICTOR WHOLESALE CLEANERS

October 20,1941, by Conditional Sales Agreement, Shotaro YAMAKAMI and Yoneyuki WATANABE purchased from M. Wener the equipment and machinery of a dry-cleaning plant at 2046 West 4th Avenue, Vancouver. Purchase price was $3,500.00, payable $2,300.00 cash and the balance of $1,200.00 at $100.00 each month, commencing November 20,1941. Interest on the unpaid balances was 7% per annum, payable at the same time as each installment of principal.

March 19,1942, M. Wener assigned to Daniel Hicks (owner of the premises) his interest in the Agreement of October 20,1941. The Assignment states that the unpaid balance at that time amounted to $1,079.18. The Assignment also states that Yoneyuki WATANABE, on March 9,1942, had transferred his interest to Shotaro YAMAKAMI, and that, on March 10,1942, YAMAKAMI had transferred an undivided one-half interest to Genkyu IWAMA.

March 19,1942, Agreement between Daniel Hicks and Messrs. YAMAKAMI and IWAMA modified terms of original Conditional Sales Agreement; established balance due Mr. Hicks as $1,124.18 (Unpaid balance of purchase price -$1,079.18 and rent of premises for one month $45.00); all payments due were suspended until 3 months after termination of war with Japan; the equipment and premises were placed in control of Mr. Hicks, who was to rent the premises and equipment on such terms as he saw fit, the first $50.00 of rental to accrue for rental of premises and the residue to accrue in satisfaction of interest on unpaid balance due Hicks, insurance costs and general upkeep of equipment.

March 25,1942, Daniel Hicks leased the premises and equipment to August K.Shone and Rosel Shone at $65.00 a month. The tenant sublet to Harry Dowbiggin and James Simkin.

On April 8,1942, Shotaro YAMAKAMI, in JP Declaration,reported that he had $8,000.00 invested in Victor Wholesale Cleaners, a co-operative of which he was president; that G. IWAMA had an interest of about $4,000.00 and Mr. Hicks, who had taken charge of the plant, had an interest of $1,200.00.

On May 23,1942, Genkyu IWAMA, in JP Declaration, reported co-partnership in plant, which he valued at $14,000.00. On July 28,1942, in reply to letter from this office the Commandant, Angler Internment Camp, reported that IWAMA had stated that his interest in Victor Wholesale Cleaners was a one-third interest for which he had paid $4,500.00.

On July 26,1943, Shimpei MURATA, in JP Declaration, reported that he had $500.00 invested in cleaning machinery valued at $5,000.00 owned by Victory Cleaners, 2000 Block West 4th.

On September 25,1944, Yoneyuki WATANABE reported that he had signed over his share in this plant to YAMAKAMI and that there was still owing to him the sum of $750.00.

On August 28,1944, W. G. B. Thompson appraised the equipment and machinery at 2046 W. 4th. Valuation was $2,071.25.

On November 30,1944, the equipment was advertised for sale by tender. The bid of $2,100.00 from Harry Dowbiggin and James Simkin, Aristocrat Wholesale Cleaners, was accepted.

On January 9,1945, Daniel Hicks signed Discharge of Conditional Sale Agreement acknowledging payment of sums of $1,079.18 and $45.00 in full settlement of moneys due him.

Statement of the funds realized from the sale is as follows:

	Debit	Credit	Balance
Sale Price		$2,100.00	
Advertising of Equipment for Sale	$ 28.00		
Appraisal Fees re Equipment	41.42		
Amt.payable under Conditional Sales Agreement - paid	1,124.18		
Legal Fees re Agreement	10.00		
Discharge of Cond.Sales Agreement	.50		
	1,204.10	$2,100.00	$895.90 Cr.

These funds have been distributed two-thirds to Shotaro YAMAKAMI and one-third to Genkyu IWAMA.

On June 6,1945 Tatsuya OMOTO, in JP Declaration, reported a partnership interest in Victor Wholesale Cleaners. He reported that there were 7 partners (S.Yamakami; T. Asaoka; Murata; Y. Watanabe; Iwama;Inouye)and that his share was $600.00.

July 28,1945, Shotaro YAMAKAMI reported that the plant was owned by more than 15 persons; that his own investment was the largest and that he had been entrusted by the shareholders to handle the whole affair. YAMAKAMI was asked for the names of the shareholders but he declined to give this information.

November 14,1945, Tatsuya OMOTO informed us that his investment was made as follows: 1st investment, October 16,1941 (receipt in Japanese enclosed); 2nd investment, November 24,1941, through the Bank of Montreal, Broadway & Main (400.00 and 200.00 respectively).

March 11,1947, Tatsuya OMOTO sent us a list of 15 investors and the amounts invested. From information supplied by Mr. OMOTO and by some of the other alleged shareholders, the persons concerned were identified. Letters written to these persons resulted, in some cases, in confirmation of the amounts reported by Mr. OMOTO; in others, revised amounts were reported by the individuals concerned, while the remainder did not reply to our letters.

List of Reported Shareholders

Name and Identification	Investment as reported by Omoto	Result of letter to person listed
YAMAKAMI, Shotaro, 11598/1933	$800.00	No reply
IWANA, Genkyu, 07127/EX.I.790	300.00	No reply
MORINO, Kikuzo, 06527/4838	100.00	Confirmation
ASANO, Kenzo, 00675/ 4819	10.00	Revised to $20.00
KOYAMA, Kanagashira, 05679/10300	20.00	Revised to $75.00
WATANABE, Yoneyuki, 00098/11089	575.00	Confirmation
NAKAMOTO, Fukuji, 04091/11406	10.00	No reply
MURATA, Shimpei, 07391/11735	400.00	Confirmation
AOKI, Masuo Fred, 07574/11950	200.00	Revised to $250.00
OMOTO, Tatsuya, 07809/11979	600.00	Confirmation
INOUYE, Shigetaka, 00215/12153	400.00	No reply
UEGAMA, Sam. Imataro, 03236/12495 ...	10.00	Not written to
NAKAMOTO, Suyeichi, 03068/14109	10.00	Revised to $50.00
WAKABAYASHI, Genroku, 07182/14684 ...	100.00	Confirmation
ASAOKA, Geo.Toichiro, 01027/12055 ...	400.00	Revised to $200.00. ASAOKA said the other $200.00 had been paid by Sannosuke HAYASHI, 00453/2206.

Because of the lack of evidence to support Tatsuya OMOTO's statements regarding the share-holders and the amounts invested, it has not been possible to clear this matter up. The only shareholder who has given us any documentary proof of his investment is Mr. OMOTO who has sent us a receipt written in Japanese. Most of the shareholders have stated that they received no receipt, that they had trusted Mr. YAMAKAMI.

Of the net proceeds of the sale of this equipment there remains in Custodian account the sum of $700.50. The sum of $195.40 had been paid to creditors of Genkyu IWAMA before Shotaro YAMAKAMI informed us that the plant was owned by 15, or more, persons.

Papers on Claim File 11979, OMOTO, Tatsuya.

1. Conditional Sale Agreement, October 20/41 between M. Wener and Shotaro YAMAKAMI and Yoneyuki WATANABE, covering dry cleaning equipment. (copy)

2. Agreement made March 19/42, whereby M. Wener assigned his interest in above Conditional Sale Agreement to Daniel Hicks. (copy)

3. Agreement made March 19/42, between Daniel Hicks and Shotaro YAMAKAMI and Genkyu IWAMA. (copy)

4. Lease of 2046 West 4th Ave. from Daniel Hicks to August Karl Shone and Rosel Shone. (copy)

5. Letter from White & McFarlane to Ocean Accident & Guarantee Co. - for Mr. Hicks seeking to insure chattels at 2046 West 4th Ave. (Copy)
6. Report of Charles Barrett-Lennard on interest of Shotaro YAMAKAMI in Victor Wholesale Cleaners. April 21, 1942. (copy)
7. Copy of memo advising Hicks left the above documents with us to copy, as well as the Agreement made between himself and the Japanese, giving him the right to lease the machinery and equipment for $15.00 per month.
8. Copy of Discharge of Conditional Sale Agreement, January 9, 1945.
9. Copy of Indenture made January 10, 1945, between The Secretary of State and Harry Dowbiggin and James Simkin covering sale of chattels.
10. Excerpts from IWAMA's file, EX-Internee 790 - JP declaration and letter from Commandant regarding his interest in Victor Wholesale Cleaners.
and
from YAMAKAMI, File 1933 - JP Declaration, and letters showing interest of other Japanese in the plant.
11. Excerpts from MURATA, Shimpei File 11735, regarding his and 8 other Japanese' interest in Victory Cleaners.
12. Copy of our letter to Yoneyuki WATANABE regarding his claim of $750.00, against Shotaro YAMAKAMI. March 15/45.
13. Copy of letter from S. Yamakami regarding WATANABE's claim of $750. Apr 4/4
14. Copy of letter dated April 25/45 from Custodian to YAMAKAMI giving details of sale, and requesting joint agreement regarding Watanabe's claim.
15. Copy of letter dated June 25/45 from Y. WATANABE, stating he is waiting for reply from YAMAKAMI.
16. Copy of our letter of June 27/45 to Tatsuya OMOTO regarding his recent JP Declaration of an investment of $600. in Victor Wholesale Cleaners, & requesting fuller information.
17. Copy of our letter of Aug. 7/45 to YAMAKAMI acknowledging his letter and asking fuller particulars of the 15 persons he now says have an interest in Victor Wholesale Cleaners.
18. Copy of letter from S. YAMAKAMI, dated Aug. 8/45 asking proceeds to be kept in his account and not to bother with WATANABE's claim.
19. Copy of letter from Welfare Manager at New Denver re YAMAKAMI.
20. Copy of letter from YAMAKAMI, Aug. 27/45 declining to give names of partners in the plant.
21. Copy of our letter to Dept. of Labour, Aug. 25/45 re YAMAKAMI's account.
22. Copy of our letter of Sept. 10/45 to YAMAKAMI requesting information.
23. Copy of letter from T. ASAOKA, March 31/47 listing investors in Victor Wholesale Cleaners.

cont'd.

Continuation of list of papers on Claim File 11979,
OMOTO, Tatsuya.

24. Copy of letter from Y. Watanabe, April 15, 1947 confirming his interest in Victor Wholesale Cleaners.

25. Copy of letter from G. WAKABAYASHI, April 21, 1947 stating his interest to be $100.00 in Victor Wholesale Cleaners.
26. Copy of letter from K. MORINO, April 29/47 stating his investment of $100.00.
27. Copy of letter from S. NAKAMOTO, May 1, 1947, stating his investment of $50.00 in Victor Wholesale Cleaners.
28. Copy of letter from K. ASANO, May 5, 1947, stating his investment of $20.00 in Victor Wholesale Cleaners.
29. Copy of letter from F.M. AOKI, May 7/47, stating his investment of $250.00.
30. Copy of letter from K. KOYAMA, May 12, 1947, stating his investment of $75.00 in Victor Wholesale Cleaners.

Division between copies of documents, correspondence and memos in connection with Victor Wholesale Cleaners, and first of claim file.

31. Our letter of Dec. 2/43 to OMOTO requesting a JP declaration.
32. Our letter of Nov. 29/45 to OMOTO re our inability to secure information from YAMAKAMI on Victor Wholesale Cleaners.
33. Our letter of June 27/45 to OMOTO acknowledging receipt of JP.
34. Our letter of Nov. 29/45 to YAMAKAMI enclosing copy of OMOTO's letter, and requesting information re Victor Wholesale Cleaners.
35. Our letter of March 18/45 to OMOTO, listing names of investors which he supplied us - those we could identify and those we could not.
36. JP Declaration dated June 6/45.
37. Letter, Nov. 14/45 from OMOTO regarding his investment of $600.00 and enclosing receipt in Japanese.
38. Letter, March 11/47 from OMOTO listing shareholders and amounts of investments in Victor Wholesale Cleaners.
39. Letter, March 24/47, from OMOTO giving more information on investors.
40. Our letter, March 29/47 to OMOTO, listing investors.
41. Claim
42. Analysis of claim

11979

March 29,1947

Mr. Tatsuya OMOTO,
Reg. No. 07809,
P. O. Box 294,
KAMLOOPS, B. C.

Dear Sir:

Re: Victor Wholesale Cleaners & Dyers

Thank you for your letter of March 24th, and for the information supplied.

The addresses of the persons who, you have said, were investors in this dry-cleaning establishment are as follows:

x Genkyu IWAMA, 137 Beverley St., Toronto, Ont.
x Shotaro YAMAKAMI, Rosebery, B. C.
Kikuso MORINO, 55 Murray St., Hamilton, Ont. ✓
Kenzo ASANO, Pingal Hostel, Pingal, Ontario. ✓
Kanageshire KOYAMA, Farnham Hostel, Farnham, Que. ✓
x Yoneyuki WATANABE, 156 Hillside AVe.,Westmount, Montreal, Que. ✓
Fukuji NAKAMOTO, Moose Jaw Hostel, Moose Jaw, Sask. ✓
x Shimpei MURATA, 85 Murray St., Hamilton, Ont. ✓
Masuo Fred AOKI, 214 McKay Ave., North Kildonan, Man. ✓
x George Toichiro ASAOKA, Forest Grove, B.C. ✓
Shigetaka INOUYE, New Denver, B. C.
Sam Imataro UEGAMA (UYEGAMA),c/o A. Matsu, R.R.#1, Summerland,B.C.
Suyeichi NAKAMOTO, Hearst Hostel, Hearst, Ont. ✓
Genroku WAKABAYASHI, East Lillooet, B. C. ✓

On the day on which we wrote you last, we wrote to the five other investors who had been identified. We have not heard from them so far. The persons written to are marked on the above list with an "x"

Yours truly,

F. Matheson,
Office of the Custodian.

/FM

P.O. Box 394,
Kamloops, B.C.,
March 24/47.

Dept. of the Secretary of State,
Office of the Custodian,
Vancouver, B.C.

EVACUATION SECTION
Rec'd MAR 27 1947
File No. 11979
Ans.
Referred Mackie

Gentlemen:- Re:- File No 11979.
Victor Wholesale Cleaners & Dyers.
Attention F. Matheson.

In reply to yours of the 18th inst. I have the following information on the nine other investors:-

Full Name	Present Home Address All Vancouver
Shigetaka Inouye 12153	900-1000 Block W. Robson.
Masuo Aoki ✓	3467 Dunbar St.
Kikuzo Morino ✓	1725 Commercial Drive
Genroku Wakabayashi 14681	9180 Hudson St.
Sueichi Nakamoto ✓	3318 W. Broadway.
Tsukuji Nakamoto ✓	3625 W. 4th Ave.

Full Name	Previous Home Address
Kenzo Asano 4819	1815 W. Broadway.
Amataro Uyegama happychandi	2784 W. 4th Ave.
Kanagashira Koyama uyegama 12490	4325 W. 10th Ave. K. Kiyama
10300	F Grace

I draw your attention to the fact that Koyama invested $20 instead of the $10. stated in my previous letter. There were no other investors besides those already stated.

I know the whereabouts of only one of the investors - S. Wakabayashi, who is now living in East. Kelloset. Would it be possible to trace the whereabouts of the other investors from the R.C.M.P. and contact them for verification? If so, I would be much obliged if you would kindly mail me their present addresses and I too, shall contact them to verify the amounts invested by each of them, so that an early settlement

can be made by your office.

Please favour me with a reply at your early convenience.

Very truly yours,

T. Omata

P.O. Box 794,
Kamloops, B.C.,
March 11th 47.

Dept of the Secretary of State,
Office of the Custodian,
Vancouver B.C.

EVACUATION SECTION
Rec'd MAR 13 1947
File No. 11979 / 1933/1
Ans.
Referred E Calvert

Dear Sirs:—

Re:- File No 11979- 1933/1
Sholaro Yamatkami - 11598 and
Victor Wholesale Cleaners & Dyers.
Attention Mr. P. Doquet.

Mr. Yamatkami wrote to me in answer to one of my letters, informing me that our business had been sold for $2050 and after all expenses had been deducted there was a balance of $896.40. All further attempts to get additional details on the sale have been to no avail — so I am asking your kind indulgence, at this time, to let me know if the $896.40 balance has been paid to D. Yamanaka

not. If not, what would be the correct procedure to obtain the money?

Below is a list of the shareholders and the amounts invested by each in the business:—

1933	S Yamaneki	—	$ 800.
11089	Y. Watanabe	—	950 5 75.00
11979	T. Omoto	—	600x
11916	Inouye	—	400
11735	S Murata	—	400
12055	T. Asaoka	—	400
11790	G. Iwama	—	300
11950	Aoki	—	200
4638	K. Morino	—	100
10560	G Wakabayashi	—	100
14546	Kayama	—	10
14109	S. Nakamoto	—	10
11406	Nakamoto	—	10
1819	Asano	—	10
	Uyeyama	—	10
			3100

We banked with the Bank of Commerce, Denton Branch, - cheques requiring two signatures - myself, (T. Ohoto) and T. Watanabe. To the best of my knowledge we still have a bank balance of $269.

I trust you will be able to furnish me with the information requested and would be pleased to hear from you at your early convenience

Very truly yours,

Tatsuya Ohoto.

My address:-

TATSUYA OHOTO,
P.O. BOX 294,
KAMLOOPS, B.C.

EVACUATION SECTION
NOV 16 1945
File No. 1177
Init.

November 14th.
P.O. Box 294
Kamloops.

Department of the Secretary of State
Office of the Custodian.
Ottawa.

Dear Sir. Re: Victor Wholesale Cleaners & Dyers.

Thank you very much to your letter of 5th. inst. Please pardon my delaying to answer your letter of June 27th.

Before my evacuation from Vancouver on March 6th. 1942; all the responsibilities concerning the administration of the said plant, has been entrusted to Mr. S. Yamakawa, whom now residing at Peberry, B.C. I am quite sure that he has all the records and documents, concerning of the plant, such as name of Partnerships, amount of investments, etc.

I have had involved six hundred dollars, which I have already mentioned, in two times, first on Oct. 16th. 1941 amounts to four hundred dollars (please find enclosed receipt) and second on Nov. 24th 1941 amounts to two hundred dollars through Bank of Montreal (Broadway & Main St.)

I would be very glad to have a prompt

adjustment to the matter through your courteous management.

Yours Sincerely
T Onoto

Pat No. 11979.

TOTSUYA ONOTO
Reg. No. 17809

假株券領収證

一金拾口　弗也

右金額ニ對シテ一金　弗

右正ニ領収候也

昭和弐拾弐年弐月拾六日

受取人　沖岡彦一

合資会社　ビクター・ホーセル・クリナー組合

主任　山上正太郎

殿

尾本辰弥

坂巻末行

11979

March 18,1947

Mr. Tatsuya OMOTO,
Reg. No.07809,
P. O. Box 294,
KAMLOOPS, B. C.

Dear Sir:

Re: Victor Wholesale Cleaners & Dyers,2046 West 4th

Thank you for your letter of March 11th and for the information you have supplied. We have identified six of the persons whose names you gave us as having been investors in this concern. The six identified are,

Shotaro YAMAKAMI	$800.00
Yonayuki WATANABE.....	575.00
Tatsuya OMOTO.....	600.00
Shimpei MURATA.....	400.00
Toichiro ASAOKA.....	400.00
Genekyu IWAMA.....	300.00

The nine other investors can not be identified from the information you have supplied. Could you give us the full names of these? Or could you give us the names of the dry-cleaning companies they had operated in Vancouver? Any information you can supply will be appreciated. The unidentified nine are,

INOUYE.I.....	$400.00
AOKI.....	200.00
K. MORINO.....	100.00
G.WAKABAYASHI.....	100.00
S.NAKAMOTO.....	10.00
NAKAMOTO.....	10.00
ASANO.....	10.00
UYEYAMA.....	10.00
KOYAMA.....	10.00

Have you any knowledge of there being any other investors besides those whose names you gave us?

It will be necessary to receive from each of the investors confirmation of the amount invested and of the fact that there are no other persons interested in this plant, before we can distribute the funds received from the sale of the machinery. Therefore, we would appreciate any other information you can supply.

Yours truly,

F. Matheson,
Office of the Custodian.

/FM

11979

June 27th, 1945.

Mr. Tatsuya OMOTO,
Reg. No. 07809,
KAMLOOPS, B.C.

Dear Sir:

We received recently from you a "JP" Declaration Form wherein you state you are in partnership with other Evacuees in the Victor Wholesale Cleaners & Dyers, and that your investment amounts to $600.00.

This information, to say the least, is somewhat belated as according to our records we have written you five or six times requesting you to provide us with information such as you now give us, and we are quite at a loss to understand your lack of courtesy in not writing to us before. If you wish us to look into this matter, please provide us with fuller details regarding your interest in Victor Wholesale Cleaners & Dyers, so that we may make intelligent contact with Mr. S. Yamakami, to whom you now refer.

We rely on you to give us a prompt reply to this letter before taking any further action in the matter.

Yours truly,

P. Douet,
Administration Department

PD/ER

COPY - Original on File 10300

Mr. K. Koyama,
Reg. No. 05679,
1696 St. Antoine St.,
Montreal, P.Q.
May 12,1947

Dear Sir:

Refering to File No. 10300 about the Victor Wholesale Cleaners and Dyers which had been operating at 2046 West 4th Ave. Vancouver, B. C. Since you wanted to know the amount of my investment in this plant so I am writing back to you to let you know it.

I had a sum of Seventy-five dollars ($75.00) invested in this establishment.

Yours truly,

K. Koyama.

COPY - Original on File 11950

214 McKay Avenue,
N. Kildonan, Man.
May 7th/47

Dear Sir:

Thank you very much for the letter which I received.

I invested the sum of Two Hundred and Fifty Dollars for Victor Wholesale Cleaners & Dyers, 2046 West 4th Ave, Vancouver, B. C. So I am sending to you my honest reply for the above answer.

I remain,

Yours truly,

F. M. Aoki,
Reg. No. 07574

COPY - Original on File 4819

94 Harbour Street,
Toronto, Ont.
May 5,1947

F. Matheson, Esq.,
Office of Custodian,
Royal Bank Bldg.,
Vancouver, B. C.

Dear Sir:

Re: Your file No. 4819

Yours of the 16th ult. forwarded from Fingal, to hand.

My investment in the Victor Wholesale Cleaners & Dyers is as follows:

1 Share	$10.00
Service with Car for Delivery	10.00
Total	$20.00

Yours truly,

Kenzo Asano.

COPY - Original on M le 14109

Japanese Hostel,
Hearst, Ontario.
May 1st,1947

Mr. F. Matheson,
Office of the Custodian,
Vancouver, B. C.

Dear Sir:

In reply to your letter of 16th (Reference No. 14109) I would like to inform you that I have invested money in the Victor Wholesale & Cleaners & Dyers. The amount of investment is approximately $50. for 2 shares. Whenever the winding up of this affair is complete and any distribution to the shareholders will be made, please let me know.

I shall appreciate a lot whatever information you can give concerning this investment.

Yours truly,

S. Nakamoto.

Copy - Original on File 4638

189 Barton St. W.
Hamilton, Ont.
April 29,1947.

Dept. of the Secretary of State,
Office of the Custodian,
506 Royal Bank Bldg.,
Hastings and Granville,
Vancouver, B. C.

Dear Sir:

Re: Your letter of April 16th, File 4638.

Thank you very much for your letter stating the disposal of the equipment of the "Victor Wholesale Cleaners & Dyers".

In all, I had invested the sum of One Hundred Dollars ($100.00)in this business.

Since I am, at present, in financial difficulties, I would very greatly appreciate it, if you would send to me whatever amount is due to me.

Yours very truly,

Kikuzo Marino.

COPY - Original on File 14684

R. Lillooet, B. C.
April 21st, 1947

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

Re: 14684

Dear Sir:

I am in receipt of your letter of the 16th inst. regarding to my investment in the Victor Wholesale Cleaners and Dyers, 2046 West 4th Ave., Vancouver, B. C.

In reply I hereby state that I have invested the total sum of One Hundred Dollars ($100.00) Ten Shares at ten dollars.

Yours truly,

G. WAKABAYASHI,
(Genroku Wakabayashi, Reg.No.07182)

COPY - Original on File 11089

7860 Durocher St.,
Montreal 15, Que.
April 15,1947

Department of the Secretary of State,
Office of the Custodian,
306 Royal Bank Bldg.,
Hastings & Granville.

Dear Sir:

Have received your letter of March 18,1947. Thank you very much for getting in touch with me.

I think the amount listed under my name as invested in the Victor Wholesale Cleaners & Dyers is right. I'm afraid I have not any receipt, certificate, etc. showing the amount I invested.

I am sorry to say that I do not know the whereabouts of any of the nine unidentified persons.

Again I thank you.

Yours truly,

Y. Watanabe.

(Yoneyuki WATANABE)

Copy - Original on File ~~21055~~ 12055

March 31/47
Forest Grove, B.C.

Mr. F. Matheson,
Office of Custodian,
Dept. of Secretary of State,
Vancouver, C.

Dear Sir:

Reply to your letter of the March 18th instant, concerning our dry-cleaning plant, 2046 West 4th Ave named Victor Dry Cleaning.

According to your request, I will very please to give you all the information which I remember, concerning my investment on above plant. My investment money is Two Hundreds Dollar it must be mistake report forwarded to you by Mr. Yamakami, Also Two Hundred Dollars invested by my brother-in-law, Sannosuke Hayashi, formerly they have been operated dry cleaning company at Denman St., Vancouver, B. C.

Would you kindly have my invested money altered in your a record and also my brother-in-law invested money added to your record. Mrs. S. Mayashi is living at Moose Jaw hostel present address P. O. Box 9, Moose Jaw, Sask.

Concerning to your request, investor full names, I am assure Mr. Yamakami have all in his record book, but however I will enclose a few persons full names and their address and also names of company operated by investor during we had business in Vancouver.

Hoping my following records of investors are given a little satisfaction to your request.

Thank you very much for your attention to this a matter.

Yours truly,

T. Asaoka,
Forest Grove, B. C.

NAKAMOTO, Broadway West, Vancouver - present address unknown
NAKAMOTO (brother) 4th Ave. West, Vancouver - present address unknown
ASANO, Broadway West, Vancouver - present address unknown
UYEYAMA, 4th Ave. West, Vancouver - present address unknown
KOYAMA, 10th West, Vancouver, present address unknown
Toichiro ASAOKA, Asa Cleaner, 1909 Yew St., Vancouver - Present address-Forest Grove,B.C.
Tatsuya OMOTO, Mikado Cleaner, Broadway, Vancouver - Present address Kamloops, B. C.
S. MURATA, Home Cleaner, Burrard St.,Vancouver - Present address Greenwood, B. C.
Yoneyuki WATANABE, Larlic Cleaner, Kerrisdale - Present address unknown
G. IWAMA, Kitsulano Cleaner, 2200 Block 4th Ave.- Internment Camp during war.

Sigetaka INOUYE, 1100 or 1200 Block Robson - Present address New Denver, B. C.
Sannosuke HAYASHI, Bay Cleaner, 700 Block Denman, Vancouver -Present add. Moose Jaw Hostel
AOKI, Kerrisdale District, Vancouver - present address unknown.
MORINO, Commercial St. (AI Cleaner) Vancouver - present address unknown

Genroku WAKABAYASHI, Driver of Victor Cleaner, 2046 W. 4th, Vancouver -Present add:
East Lillooet,B.C.

COPY

1933/1 - 11089 and Int. 790

September 10th, 1945.

Mr. Shotaro YAMAKAMI,
Reg. No. 11598,
Rosebery, B.C.

Dear Sir:

Re: Victor Wholesale Cleaners & Dyers,
Dry Cleaning Equipment formerly at
2046 W. 4th Ave., Vancouver, B.C.

Your letter of August 27th was received by us on the 5th instant. Apparently you still do not appreciate that unless you are prepared to furnish us with the fullest information regarding the partnership or partnerships relating to this equipment, it is quite impossible for us to take any further action respecting the funds credited to your account and to Mr. Iwama's account.

Respecting Mr. Yoneyuki Watanabe, his last letter to us was that he could get no satisfaction from you, but you state you are still waiting to hear from him. We have therefore written to Mr. Watanabe today requesting him to communicate with you immediately.

Another complication has arisen in regard to this matter, namely, that in a recent declaration by Tatsuya Omoto, Registration No. 07809, Kamloops, B.C., he states that he has an investment of $600.00 in the Victor Wholesale Cleaners & Dyers.

We have already explained to you that the reason why fifty per cent of the proceeds of the sale of this equipment was credited to the account of Genkyu Iwama was because in the original agreement relating to this equipment his name and your name were mentioned as the owners of the equipment, Yoneyuki Watanabe's interest having been transferred and vested in Genkyu Iwama. Our understanding is, from correspondence we have had with Mr. Watanabe, that he has not been paid for the share of the business which he held and in which he states he originally invested $750.00. It is, therefore, up to you and Mr. Watanabe to agree what figure is due to him, and there is nothing that we can do about this aspect of the matter.

Instead of this interminable correspondence we think it would be far better for you to write us fully, giving the names of all the people who had an interest in this, together with their financial interest. You must surely have this information among your records, and until you have complied with our request please understand that your funds are frozen and neither will anything further be done with the amount credited to Genkyu Iwama in our Internee Account.

Yours truly,

P. Douet,
ADMINISTRATION DEPARTMENT.

PD/ER

COPY

1933/1

August 25, 1945.

Attn: Mr. M. L. Brown

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

Dear Sirs: Re: Shotaro YAMAKAMI - #11598

We duly received your letter of the 14th instant and are much obliged for the copy of letter of August 8th sent you by your Welfare Manager for New Denver. Just prior to receipt of your letter of August 14th we heard from Yamakami, after having written him many times for a reply to our queries.

We think your Welfare Manager, Mrs. Bourns, is correct in her view that Yamakami is not telling the whole truth. He has been difficult to deal with from the beginning. We wrote him on August 7th giving him the information he required as to the net proceeds from the sale of his dry cleaning equipment at 706 W. Broadway, so that he is fully informed on this matter.

We are not forwarding him any further funds from the sale of the dry cleaning equipment at 2046 W. 4th Avenue, in which he states there are about fifteen persons involved. There is nothing further to be done in this matter by us until he replies to another letter of ours of August 7th relating to this particular equipment.

For your information we would advise that at the moment the credit balance in his account is $982.02, his rehabilitation reserve figure being $770.00 according to your advices. Of his credit balance, however, it would appear that a portion of this belongs to some partners.

Merely for your information we would mention that this particular equipment was sold for $2050.00 gross but half of this amount, less half of the expenses involved in selling the equipment, was immediately credited to the account of G. Iwama, who is in Japan, as the agreement on our file showed that this Japanese had a one-half interest in the equipment. Yamakami admits Iwama's name appears as owner with him (Yamakami), but states that Iwama's share is comparatively very small. This, of course, we cannot accept without proof, and it is such information as this that we are still awaiting from Yamakami.

We regret writing you at such length on this matter, but thought you would like to be in full possession of all the facts.

An extra copy of this letter is enclosed in case you wish to forward same to your Welfare Manager at New Denver, B.C.

Yours truly,

PD/ER
Enc.

P. Doyet
Administration Department

COPY

Rosebery, B.C.,
August 27, 1945.

Mr. P. Douet,
Custodian's Office,
Vancouver, B.C.

Dear Sir: File No. 1933/1 11089 Int. 790

I have received your letter of August 7th. in connection with the dry-cleaning equipment at 2046 W. 4th Avenue.

Mr. Iwama does not own a half interest, so the amount you deducted from the proceeds and credited to his account should not be paid out to him.

To prove that I was intrusted by the partners to handle the affairs, I might say that I was appointed president of the firm, and the business was carried on under my management. At the last meeting before evacuation I was asked to handle the affairs anyway, I thank it is of best interest of the firm.

As for Watanabe's claim I wrote him but received no reply to date.

I declined to give you the names of the partners because I cannot understand why the plant was sold without getting owner's consent.

Yours truly,

(signed) "S. Yamakami"

Shotaro Yamakami.

COPY

New Denver, B.C.,
August 8, 1945.

Mr. M. L. Brown, Office Manager, Vancouver, B.C.

Re: YAMAKAMI, Shotaro, Ser. No. 11598

We are in receipt of your memo dated August 3rd re the above-noted man, and this is to advise that Mr. Yamakami was interviewed this morning with regard to his Dry Cleaning business.

We attach herewith a copy of a letter sent to Mr. Douet, Custodian, on July 28th.

With regard to the property at 2046 Fourth Avenue West, Yamakami claims that this business is being run by Mr. Hicks, the owner of the building, and that there are 16 shareholders in all in the business. He has not received any monies from Mr. Hicks since leaving Vancouver.

With regard to the claim of Yoneyuki WATANABE, #00098, 156 Hillside Avenue, Westmount, Montreal, Yamakami claims that $500.00 is not the right figure but the man had $350.00 interest in the Dry Cleaning business.

His lawyers are Messrs. White & Grossman Holland, but Mr. Yamakami claims he has forgotten the address. When asked regarding the names of the other shareholders, Yamakami stated that the lawyers have the particulars.

Some of the shareholders were given receipts for money invested in the Firm but others just trusted Yamakami with the money.

This is all the information I am able to send along and trust that it will help. We do not think Mr. Yamakami is telling the whole truth and the information we did receive was given reluctantly. It would appear that he is quite anxious to have this business to go back to after the war is over.

"N. Bourns"

(Mrs.)N. Bourns
Welfare Manager.

NB/nm
Encl. 1

COPY

Rosebery, B.C.
August 8, 1945.

Mr. P. Douet,
Office of the Custodian,
Vancouver, B.C.

Dear Sir:

I have received your letter of July 5th in connection with Dry Cleaning Plant at 2046 West Fourth Avenue, Vancouver.

This plant is owned by more than 15 persons, the amount of my investment being the largest. Although Mr. Iwama's name appears as owner along with me, his share is comparatively very small, so one-half of the proceeds should not be placed to his credit. I want it transferred back to my credit. I was entrusted by the shareholders to handle the whole affair, so kindly keep the whole thing intact under my name until the war is over.

It is impossible to divide and distribute the proceeds now. Please do not bother with the claim of Mr. WATANABE at present, and will you be sure to transfer back to my account what you have wrongfully placed to the credit of Mr. IWAMA's account.

Please note that the equipment at 706 West Broadway was solely owned by me, so this account should be kept in my name apart from the other. I should be much obliged if you could send me detailed account of the one at 706 West Broadway.

Yours truly,

S. YAMA4AMI
Ser. No. 11598

COPY

1933/1
11089
Int. 790

August 7th, 1945.

Mr. Shotaro YAMAKAMI,
Reg. No. 11598,
Rosebery, B.C.

Dear Sir:-

We are in receipt of your letter of July 28th wherein you acknowledge our letter of July 5th although we would point out that we have been writing you continuously for months endeavoring to get some response from you in connection with the amount claimed by Mr. Watanabe in regard to the dry-cleaning equipment at 2046 W. 4th Avenue which was sold some little time back. We are surprised to learn that this plant was owned by more than fifteen persons and do not understand why you have not informed us of this when we advised you of the sale in January, 1945. Your request that half of the proceeds of the sale of the equipment should be transferred from Mr. Iwama's account to your own is noted but in view of the copies of Agreements that we have on file relating to this equipment, we cannot acquiesce to your request without examining the whole matter exhaustively and obtaining more information from you.

Please, therefore, give us full particulars as to the fifteen persons or more whom you state are involved in this equipment, together with their respective interests which, of course, must include that of Mr. Iwama's. You state that you were entrusted by the shareholders to handle the whole affair for them. Please let us have originals or copies of any documents relating to such an arrangement, also any other papers that would throw light on this somewhat obscure matter. All the above relates, of course, to the equipment at 2046 W. 4th Avenue formerly known as the Victor Wholesale Cleaners.

We are writing you separately regarding the equipment at 706 W. Broadway, Vancouver, which was in your name only.

Yours truly,

P. Douet
Administration Department

PD/IM

P.S. We note you state "Please do not bother with the claim of Mr. Watanabe at present." We are afraid this is a matter we have got to bother about in view of Mr. Watanabe's persistent enquiries as to the amount he states he contributed to this dry-cleaning business. We would refer you to our early letters on this point and especially that of July 5th, 1945.

PD/IM

COPY

156 Hillside Ave.,
Westmount,
Montreal 6, Que.,
June 25th, 1945.

Mr. P. Douet,
Administration Dept.,
Office of the Custodian,
Vancouver, B.C.

Dear Sir:

Re: File No. 11089

This will acknowledge receipt of your letter of the 15 inst., with regards to the Dry Cleaning Business at 2046 W. 4th Ave., Vancouver — at the time of our evacuation.

To date I have been waiting for a reply from Mr. Yamakami. On May 1st, 1945, I wrote asking him to notify your office as to the amount due to me but I have not heard from him yet. Therefore, will you be so good as to find out Mr. Yamakami's intentions and forward me a letter as to the matter. Please advise me as to what steps I should take concerning the above. Thank you.

Very truly yours,

"Yoneyuki Watanabe"

COPY

1933/1 - 11089

April 25th, 1945.

Mr. Shotaro YAMAKAMI,
Reg. No. 11598,
Roseberry, B.C.

Dear Sir:

With reference to our letter of the 20th of April, we have now received a reply to one of our letters to Mr. Yoneyuki Watanabe who informs us that $750.00 was the amount he contributed to the Dry Cleaning business at 2046 W. 4th Avenue, Vancouver, as a partner.

In order to make the matter clear to you and to Mr. Watanabe we give below details relating to the sale of this equipment. The whole of the equipment, based on an independent valuation, was sold for $2050.00, as previously advised you. Of this amount $1124.18 had to be paid to Mr. Daniel Hicks, this being the amount due him under the Agreement for Sale. Of the $2050.00 the sum of $1025.00 was credited to Genkyu Iwama, representing his one-half share of the proceeds and from the above amount $562.09 was paid by him as his one-half share of the amount due to Mr. Hicks. A similar procedure was adopted with regard to your one-half interest.

In addition, advertising and legal charges in connection with this sale were $38.00 and the independent appraisal of the equipment cost $41.42. Half of these amounts have been debited to Mr. Iwama and half to you so that the net proceeds, so far as you are concerned, are as follows:

Your half-share of sale of equipment		$1050.00
Less: Half amount due to D. Hicks	$562.09	
Half cost advertising & legal fees	19.00	
Half cost of appraisal	20.71	601.80
		$ 448.20

We are sending a copy of this letter to Mr. Watanabe, whose address is 156 Hillside Avenue, Westmount, Montreal, Quebec, and await your joint agreement as to the amount due to Mr. Watanabe.

We are afraid that no further funds can be forwarded to you from your account in the meantime.

Yours truly,

P. Douet,
Administration Department.

PD/ER
cc T Y. Watanabe.

COPY

11089 - 1933/1

March 15th, 1945.

Mr. Yoneyuki WATANABE,
Reg. No. 00098,
2214 Dorchester Street West,
Montreal, Que.

Dear Sir:

In September last we received a letter from Mrs. G.E. Lunn, Placement Officer, B.C. Security Commission, 275 Notre Dame West, Montreal, P.Q., in which mention was made that you had advised that you signed over your share of the Dry Cleaning business at 2046 W. 4th Avenue, Vancouver, to your partner Mr. Shotaro YAMAKAMI and that there was still owing to you about $750.00.

We would like to know if this is a definite claim you make against the above as the Dry Cleaning equipment in question has been sold and the proceeds credited to Mr. Yamakami's account, after paying off to Mr. Hicks the balance of the mortgage due. There is no claim on our file by you against Mr. Yamakami, but if you wish to make a claim against him then you should give us full particulars and state the amount that you claim is due to you.

Should you wish to communicate with the above his address is as follows:

Mr. Shotaro YAMAKAMI,
Registration No. 11598,
House No. 206,
Roseberry, B.C.

Yours truly,

P. Douet,
Administration Department.

PD/ER
c.c. to Shotaro YAMAKAMI,

URGENT

RE: MURATA, Shimpei (Shinichiro), Reg. No. 07391, File 11735

IP: July 26,1943 - "Have $500. invested in cleaning machinery valued at $5000. and owned by Victory Cleaners. In use of Victory Cleaners at 2000 Block West 4th."

Memo from Dept. of Labour, Greenwood, B.C., Feb. 12/46: "We have interviewed Mrs. Murata regarding the $500.00 invested by her husband in the Victory Cleaners, 2046 West 4th Avenue, Vancouver. We understand that approximately 5 or 6 Japanese invested their money in this plant and that Mr. Shotaro YAMAGAI who is now residing in Rosebery is in possession of the agreement which was entered into when the Victory Cleaners was purchased by these men. The Muratas are anticipating relocation in the East in the very near furute and would like to have this matter cleared up before proceeding East. From information given to us by Mr. Murata a certain lawyer in Vancouver negotiated this transaction but neither of the Muratas can recall his name."

Letter from S. Murata, May 1/46: "As I have told you before from Greenwood Dept. of Labour that we have no claims for this Victory Cleaners investment. This Victory Cleaner was formed up by these people, S. Yamagami, T. Omoto, T. Asaoka, G. Iwama, and my self. We all have trusted each other, and each person put up so much money, this Mr. Yamagami was the president so he has the each persons particular. I am sure all these person has no claim just like myself. This Mr. S. Yamagami is now in Rosebery, B. C. so please get in touch with him and get all the particular. We would like to get this money soon as possible."

Letter from S. Murata, March 27/47: "Thanking you for information on 2046 W.4th Ave. dry cleaning plant. The amount of my share is correct. On account of Co-operative concern I have no receipt or other document to show my claim, I am sure all the other shareholder has none of receipt or document. If there is any document Mr. Yamakami has them all. I am sorry I can only supply you with these six shareholders names, hoping it will help you."

List attached to letter of March 27/47

INOUYE	$400.00
Masuo AOKI, 3467 Dunbar	200.00
Kikuzo MORINO, 1725 Commercial Drive	100.00
G. WAKABAYASHI.....	100.00
Sueichi NAKAMOTO, 3318 Broadway W.	10.00
Makuji NAKAMOTO, 3628 4th W.	10.00
Kinzo ASANO, 1815 W. Broadway	10.00
Imataro UYEYAMA, 2784 W. 4th	10.00
KOYAMA	10.00

MEMORANDUM FOR FILE 1933

April 6, 1943.

Re: Shotaro YAMAKAMI, #11596
2046 West 4th Avenue.

In connection with our letter to him of the 30th of March, Mr. Hicks, who owns the above premises, left with us the following documents, of which weare taking copies and will return to Mr. Hicks the three Agreements in question:

(1) Agreement between M. Wener and S. Yamakami and Y. Watanabe covering the sale of the original laundry machinery and equipment. The amount involved was $3500.00, of which $2300.00 was paid in cash, and the bilance of $1200.00 on Mortgage with Interest on unpaid balance at 7%.

(2) Agreement between M. Wener and Daniel Hicks, whereby the latter took over the Mortgage of the Japanese, viz., $1079.18.

(3) Agreement between Daniel Hicks and Mr. and Mrs. Shone, whereby the former leased the dry cleaning equipment and machinery of the above premises to the Shones for the sum of $65.00 per month.

Mr. Hicks left with us a copy of the Agreement made between himself and the above Japanese, whereby Mr. Hicks is given the right to lease the machinery and equipment for $15.00 per month, which together with the rental of the premises at $50.00 per month, makes a total of $65.00 per month for the equipment and building. The understanding is that the $15.00 per month represents Interest at 7% on the Mortgage outstanding (taken over by Mr. Hicks), viz., $1124.18 (made up of $1079.18, balance of Mortgage plus $45.00 for rent that was outstanding) - it would also cover insurance and minor items of repair.

Mr. Hicks made it clear that neither he nor the Shones are paying anything out in connection with this matter to the Japanese, who was satisfied to let Mr. Hicks more or less take over the equipment in trust, and so long as Interest on the Mortgage was paid and the insurance attended to, Yamakami did not expect to get anything further out of it. Apparently his view was that it would be better to rent the equipment on the lines indicated and have the premises rented also rather than remove the equipment which is old and sell same. Mr. Hicks of course preferred this arrangement, as he was able to continue renting his premises.

P. Doust

PD/BT

COPY

REPORT OF CHARLES BARRETT-LENNARD.

Chartered Accountant, 502 Randall Building,

Vancouver, B.C. on the affairs of Shotaro

YAMAKAMI, April 21, 1942.

- - - - - - - - - - - -

Attention Mr. C. L. Drewry.

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

Dear Sir: Re: Interest of Shotaro YAMAKAMI - No. 11598
in Victor Wholesale Cleaners - 2046 West
4th Avenue, Vancouver, B.C.

This is supplementary to the Principle report on Shotaro Yamakami - No. 11598.

1. Location and Nature of Business. Wholesale Cleaning and Pressing establishment at 2046 West 4th Avenue, Vancouver, B.C.

2. Ownership. Shotaro YAMAKAMI and Genkyu IWAMA, each holding one-half interest.

3. Financial Position. Pressing and cleaning machinery and equipment, as per Inventory marked Schedule "A".

Cost (October 20, 1941)	$ 3,500.00
Less Balance Owing on Condition Sales Agreement	1,124.18
Net Book Value	$ 2,375.82

4. Insurance. $2,000.00 fire insurance on the equipment with the Ocean Accident & Guarantee Corporation for three years expiring 27th March, 1945.

5. Contracts. The Landlord, Daniel Hicks, 1985 West 14th Avenue, holds a conditional Sale Agreement of $1,124.18 on the machinery and equipment, as per Inventory marked Schedule "A". Interest and payments of principal thereon have been waived until cessation of war between Canada and Japan and three months thereafter. This Agreement was entered into on March 19th, 1942, and gives the Landlord posession and right to lease.

Daniel Hicks has leased the machinery, equipment, and premises to August K. Shone and Rosel Shone 1284 Nelson St., Vancouver, B.C. for a term of two years commencing 1st April, 1942, at a monthly rental of Sixty-Five ($65.00) Dollars. D. Hicks being the landlord, it means that he is receiving the $65.00 to cover rent and insurance of equipment.

6. Prospects of continued operations. There is every prospect for the continued operation of the business.

7. Recommendations. From available evidence, it appears that the existing arrangement should be continued.

8. Remarks. This business, including machinery and equipment was originally purchased from M. Wener, Vancouver, B.C., by the declarant and Yoneyuki WATANABE on the 20th of October, 1941 for $3,500.00 under a Conditional Sale Agreement. On 20th March, 1942, $1,079.18 was owing on this debt, and $45.00 to the Landlord, Daniel Hicks. Daniel Hicks paid M. Wener the $1,079.18 and acquired title to the machinery and equipment, and then leased to A.K. and R. Shone.

On March 9th, 1942, Yoneyuki WATANABE assigned his interest to the declarant and he in turn assigned an undivided one-half interest to Genkyu IWAMA. As the machinery and equipment was purchased on the 20th of October, 1941, for $3,500.00, the declarants interest is worth, in my opinion, no more than $2,000.00 at the most, although he sets an $8,000.00 valuation on his share, according to Form "JP".

Reported by

(Signed) C. Barrett-Lennard

CHARTERED ACCOUNTANT

WHITE & MCFARLANE
Barristers, Solicitors, etc.

COPY

April 9, 1942.

Ocean Accident & Guarantee Co.
Royal Trust Building,
Vancouver, B.C.

Attention Mr. Voysey

Dear Sirs: re 2046 West 4th Avenue

The insurance, which Mr. Hicks is seeking is on the equipment and fixtures in the above premises.

These chattels were owned by Mr. Werner and were sold under a Conditional Sale Agreement to Shotaro Yamakami and Yoneyuki Watanabe. Various assignments have been given and the present purchasers are Yamakami and Genkyu Iwama. That agreement provided that the title and ownership of the chattels were to remain in Werner until the full purchase price had been paid. Werner by Assignment, dated March 19th, 1942, assigned his Vendor's interest in the chattels to Mr. Daniel Hicks. The result is that the title and ownership of the chattels are vested in Mr. Daniel Hicks, subject to the right of Yamakami and Iwama to complete the purchase and obtain title.

It is the interest of Mr. Hicks in these chattels that it is intended shall be insured, and in our opinion the proper method of handling the insurance would be to write two policies, one for $1200.00 insuring Mr. Hicks' interest as a Vendor in the same manner as a Mortgagee could insure for his own special benefit under a mortgage, and in that policy no portion of the loss would be payable to the Purchasers. Mr. Hicks has agreed to carry $2000.00 insurance and it is highly probable that certain other equipment will have to be put in, in addition to or in substitution for some of the equipment, which is there now, and this would entail the writing of another policy for $800.00 wherein Mr. Hicks would be described as the owner of the chattels, which he is, subject to an agreement for sale to the two Japs, with the loss payable as his interest appears.

There is a difference in the conveyancing relative to chattels and that relative to land. On a sale of land with buildings in so far as the Vendor is concerned it ceased to be real estate and become personal property consisting of the unpaid balance of the purchase price due to the Vendor. As to the purchasers it is real estate, subject to a certain charge by the Vendor to secure the balance of the purchase price. In chattels under a Conditional Sale agreement the title and ownership do not pass to the purchasers and they do not become the owners of the chattels until the full payment is made.

If the suggestion above made is carried out it will constitute a full disclosure of the true condition of the title and chattels, the larger policy being payable to Mr. Hicks without reference to the Japs at all, and the second would be in whol whole or in part absolutely to Mr. Hicks, depending upon the further equipment which he may put in, and the residue, if any, would be payable to the Japs.

Yours truly,

WHITE & MCFARLANE
PER: Chas. J. White.

CJW/MVM

COPY

THIS INDENTURE made the 25th day of March, in the year of our Lord one thousand nine hundred and forty-two.

IN PURSUANCE OF THE "LEASEHOLDS ACT"

BETWEEN:

DANIEL HICKS, 1985 West 14th Avenue in the City of Vancouver, in the Province of British Columbia, hereinafter called the "LESSOR"

OF THE FIRST PART

AND:

AUGUST KARL SHONE and ROSEL SHONE, his wife, of 1284 Nelson Street in the City of Vancouver, in the Province of British Columbia, hereinafter called the "LESSEES"

OF THE SECOND PART

WITNESSETH that in consideration of the rents, covenants and agreements hereinafter reserved and contained and on the part of the Lessees to be paid, observed and performed, the Lessor doth demise and lease unto the Lessees that certain shop and premises known as 2046 West 4th Avenue in the City of Vancouver, Province of British Columbia, TOGETHER with the goods, chattels, machinery and equipment now situate therein, and more particularly enumerated in a Schedule attached hereto, and marked "A": FOR a term of TWO (2) YEARS from the First day of April, 1942 and thereafter until the Lessor or the Lessees shall by notice in writing for six months, less one day, give to the other notice of his or their intention to vacate the said premises:

YIELDING AND PAYING THEREFORE to the Lessor the clear monthly rental of Sixty-five ($65.00) Dollars in the manner following, that is to say: There shall be paid on the execution of these presents the sum of One Hundred and sixty-five ($165.00) Dollars, which sum shall be applied as follows: The sum of Sixty-five ($65.00) Dollars in payment of the rent from the 1st of April to the 30th day of April, 1942, the remaining One hundred ($100.00) Dollars

shall be held by the Lessor to be applied by him on the rents due on the termination of the tenancy and whether such tenancy shall be terminated by notice or any other cause whatsoever, and the sum of Sixty-five ($65.00) Dollars to be paid on the First day of each and every month thereafter, provided that upon notice of intention to terminate the tenancy having been duly given the said sum of $100.00 retained by the Lessor shall be applied on the last month of the tenancy and in adjustment of any month previous thereto.

The said premises shall be used as a Dry Cleaning establishment and for no other purpose without the consent of the lessor being first had and obtained in writing.

THE Lessees covenant with the Lessor:

1. THAT they will pay the rent hereby reserved, and pay all water rates and charges for gas and electricity, which may be levied or charged against the said premises, and as to the building to repair (reasonable wear and tear and damage by fire, lightning and tempest, acts of God and the King's enemies excepted), and that in respect of the chattels, machinery and equipment the Lessees will keep the same in as good a condition as they now are, replacing all worn out and wasting parts with others of the same kind and quality, and any parts so replaced shall become and be the property of the Lessor and shall remain on the premises upon the termination of the term, save and except that in respect of the boiler, two tanks and the motors if from any other cause other than the negligence of the Lessees, the same shall be required to be renewed, or more than ordinary repairs required to be made thereon, the Lessor may make such repairs or renewals and thereafter the Lessees shall make the usual and ordinary repairs required during the residue of the term.

2. THAT they will not assign or sub-let without leave of the Lessor being first had and obtained in writing.

3. THAT they will repair according to notice, save as hereinbefore provided.

4. THAT they will leave the premises in as good repair as it now is and in respect of the goods, chattels, machinery and equipment, they shall leave the same in reasonable repair, save as to the boiler, tanks and motor.

5. THAT they will not carry on any business that shall be deemed a nuisance;

6. THAT they will keep all drains and plumbing clear and repair the same, and will not keep on the premises any gasoline, solvents or other chemicals, save as by by-law of the City of Vancouver or regulations permitted to be kept and retained on a like premises.

7. THAT they will not erect any sign or signs on the said property and if any sign should be erected with or without the consent of the Lessor the Lessees will indemnify and save harmless the Lessor from any cause of action whatsoever arising out of or from such signs falling or otherwise injuring any person, or the goods and chattels of others.

IT IS FURTHER AGREED that the Lessees take the said premises with the knowledge that the machinery, equipment and furnishings are the property of certain Japanese and that any action taken by the Custodian of Alien Property, which interferes with the right to use the said goods and chattels shall not be deemed to be a default in any covenant of the Lessor, and if the Lessees are unable to carry on the business of dry cleaners in the said establishment by reason of any act or thing done by such Alien Custodian, or any person under his direction, then the term hereby agreed shall automatically be ended, and all matters and things, including the rent and moneys in the hands of the Lessor shall be adjusted and

accounts settled as between the parties, and any moneys due or owing from one to the other shall be paid.

Any notice required to be given under this Indenture may be mailed at Vancouver under prepaid registered postage, addressed to the Lessor at 1985 West 14th Avenue, City of Vancouver, B.C., and to the Lessees at 2046 West 4th Avenue, City of Vancouver, B.C. and shall be deemed to have received on the day following that on which it has been mailed.

AND ALSO that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the said Lessees or if the said Lessees shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, the then current month's rent shall immediately become due and payable and the said term shall immediately become forfeited and void.

AND it is hereby declared and agreed that in case the premises hereby demised or any part thereof shall at any time during the term hereby granted be burned down or damaged by fire, so as to render the same unfit for the purposes of the said Lessees then and so often as the same shall happen the rent hereby reserved, or a proportionate part thereof, according to the nature and extent of the injury sustained, and all remedies for recovering the same shall be suspended and abated until the said premises shall have been rebuilt or made fit for the purposes of the said Lessees.

SUBJECT as herein provided, the Lessor covenants with the Lessees for quiet enjoyment.

PROVISO for re-entry by the said Lessor on non-payment of rent or non-performance of covenants.

THIS INDENTURE and everything herein contained shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and assigns.

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

SIGNED SEALED & DELIVERED by the said Lessor in the presence of

"Chas. J. White"

"A. K. Shone"

"Rosel Shone"

SIGNED SEALED & DELIVERED by the said Lessees in the presence of:

"Chas. J. White"

"Daniel Hicks"

COPY

MEMORANDUM OF AGREEMENT made this 19th day of March, in the year of our Lord one thousand nine hundred and forty-two,

BETWEEN:-

DANIEL HICKS, of 1985 West 14th Avenue, in the City of Vancouver, in the Province of British Columbia,

Hereinafter called "THE PARTY OF THE FIRST PART"

AND

SHOTARO YAMAKAMI and GENKYU IWAMA, of the City of Vancouver, in the Province of British Columbia,

Hereinafter called "THE PARTIES OF THE SECOND PART"

WHEREAS by agreement dated the 20th day of October, 1941 M. Wener sold under a Conditional Sale Agreement to Shotaro Yamakami and Yoneyuki Watanabe the machinery and equipment used by him in connection with the carrying on of a dry cleaning establishment at 2046 West 4th Avenue, in the City of Vancouver, B.C., hereinafter referred to as the "said premises";

AND WHEREAS the interest of the said Yoneyuki Watanabe has been transferred to and vested in Genkyu Iwama;

AND WHEREAS there is due and owing under the said agreement as of 20th March, 1942 the sum of $1079.18, and there is due and owing to the Party of the First Part for rent of the premises in which the said goods are located the sum of $45.00;

AND WHEREAS the payments under the said agreement have not been made pursuant to the terms thereof;

AND WHEREAS the Party of the First Part has acquired from the said M. Wener all his right, title and interest in and to the machinery and equipment referred to in the said agreement of 20th October, 1941 and the moneys due thereunder;

AND WHEREAS it has been mutually agreed that the Party of the First Part shall take over the said premises and the Parties of the Second Part agree that the equipment now therein located shall be used for the continuous carrying on of a dry cleaning business, subject to the terms and conditions hereinafter set out;

NOW THEREFORE THIS AGREEMENT WITNESSETH, the parties hereto hereby covenant and agree each with the other as follows:

The Parties of the Second Part covenant that they have, subject to the said agreement of October 20th., 1941, the right and ownership to all goods and chattels more particularly enumerated in the said agreement save as to certain items, and together with certain other items brought on to the premises since the date of the said agreement, and that save as aforesaid the said goods and every part thereof are free and clear of all liens, charges and encumbrances.

IT IS FURTHER AGREED that the Schedule hereto attached and marked "A" shall be and shall be deemed to be the goods, chattels and fixtures, machinery and equipment contemplated to be covered by the said lien agreement and shall be covered by the said lien agreement.

The Party of the First Part shall forthwith be put in possession of the said premises and shall have the right to lease the same on such terms as he shall see fit, and the Parties of the Second Part hereby surrender the unexpired portion of any tenancy or term now in existence. The rent payable by the incoming tenant shall be allocated as follows: The sum of fifty ($50.00) dollars to the Party of the First Part as rental of the said premises, and the residue shall be taken in satisfaction of the interest at the rate of 7% per annum on the said sum of $1124.18 now due and owing,

and any payment of premium on any insurance on the said goods, chattels, machinery and equipment, which said insurance shall be carried by the Party of the First Part in the sum of $2000.00. No interest shall be charged to the Parties of the Second Part on the said sum of $1124.18 from said 20th March, 1942 until such time as interest again becomes payable as hereinafter set forth; provided, however, that the provisions of this sentence shall not in anywise prevent the Party of the First Part from receiving any rentals as hereinbefore set forth without any obligation to account to the Parties of the Second Part therefor.

The term of any lease so given by the Party of the First Part shall be so fixed that the Party of the First Part shall be able to give and shall give to the Parties of the Second Part re-possession of the premises after the expiration of two years from the datehereof, together with a period of six months which shall elapse from time when the Parties of the Second Part shall after the expiration of the said two year period notify the Party of the First Part in writing of their desire and intention to resume possession of the said premises.

All payments due and payable under the said agreement of October 20th., 1941 shall be suspended until the war existing between Canada and Japan shall have been terminated and for a further period of three months thereafter. After the expiration of one month thereafter the Parties of the Second Part shall commence and shall pay to the Party of the First Part the sum of One hundred ($100.00) dollars per month, such payments to be due on the first day of the month following that in which such notice is received, and thereafter be payable on the first day of each month. Interest

shall be payable at the rate of 7% per annum thereafter by the Parties of the Second Part, provided that if possession is not given then the rentals received by the Party of the First Part shall be taken in satisfaction of such interest until possession is so given.

The Party of the First Part shall return the goods and chattels contained in the said schedule to the Parties of the Second Part at the expiration of the period herein specified in as good a condition as they now are (reasonable wear and tear and damage by fire, lightening, tempest, riots, or enemies of the King excepted). In the event it becomes necessary to replace or make extensive repairs to the boiler, two tanks or any motors, and the cost of such replacement or repairs is paid by the Party of the First Part, then and in such event the Party of the First Part shall be at liberty so to do and the amount so expended shall be added to the amount due by the Parties of the Second Part; provided, however, that the Party of the First Part shall not so expend a total sum in excess of $1,000.00. Provided, further, that the amount so expended shall bear interest at the rate of 5% per annum from the date of such expenditure until the principal monies hereunder become payable.

In respect of all other parts of the equipment, if any such shall be worn out and discarded and new or second-hand parts substituted, such parts shall become and be the property of the Parties of the Second Part, subject to the due performance of the said agreement of October 20th, 1941.

This agreement is subject to such proper orders or directions as may be made from time to time by the Custodian of Alien Property, or any other department of the Government.

The Parties of the Second Part covenant with the Party of the First Part to well and truly pay or cause to

be paid the said sum of $1124.18 in the manner herein provided, and the amounts expended by the Party of the First Part in respect of the said boiler, tanks or motors.

The said agreement of 20th October, 1941 is hereby amended as in this agreement set forth. In all other respects the said agreement of 20th October, 1941 is hereby confirmed.

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

SIGNED, SEALED AND DELIVERED in the presence of:-

Margaret V. Mitchell

as to signature of D. Hicks

Max M. Grossman

Daniel Hicks

S. Yamakami

Genkyu Iwama

SCHEDULE "A"

PLANT:
Boiler and Oil Burner No 41886 B.C. and 39719 respectively
Oil Tank
Solvent Tank
Tumbler - Beaver Laundry Mac Co. Ltd. Type C1-9 Serial No. 2754
Large Washer - Beaver Laundry Mac.Co.Ltd- Serial No. 2753
Small Washer - Beaver Laundry Mac.Co.Ltd- Serial No. 2752
D.C. Extractor
Filter- Bowser Filter
Vacuum Still
Vise
3 pumps
Tank
Shafting and Pulleys
Belting
Piping
7½ H.P. motors

SMALL ROOM:
Tubs
Wiring
Blower (Air Conditioned) No A 38080

EQUIPMENT:
1 sleeve board
1 chair
Part clothes rach pipes
1 show case
Shipping table
Table
Small counter
2 small tables
Safe - Gordie McCulloch
1 pressing board
2 spotting boards and glass
2 small shades
1 large shade
1 camp stove
Shelving
2 clothes carriages
1 pump for taking water out of tank
3 steam traps

MACHINERY:
Cuff brush machine No. 1750
Pipes & valves
Dry room
Hoffman Press Machine XC05 #5256
Steam Iron Patrick EF3BB #1331
Caustic Tank
New Smoke Stack

COPY

MEMORANDUM OF AGREEMENT made the 19th day of March, 1942.

BETWEEN:

M. WENER, of Vancouver, B.C.

Hereinafter called THE ASSIGNOR,

AND:

DANIEL HICKS, of Vancouver, B.C.

Hereinafter called THE ASSIGNEE.

WHEREAS by Memorandum of Agreement made the 20th day of October, 1941 between the Assignor as vendor and Shotaro Yamakami and Yoneyuki Watanabe as purchasers the Assignor did agree to sell and the purchaser has agreed to purchase certain machinery and equipment situate at 2046 West 4th Avenue, Vancouver, B.C. all as set out in the said agreement for the sum of $3,500.00 payable as therein stated;

AND WHEREAS the said agreement was duly registered pursuant to the "Conditional Sales Act" of British Columbia in the proper registry at Vancouver, British Columbia on October 23rd, 1941 under No. 63319;

AND WHEREAS under the provisions of the said agreement there is still owing and unpaid by the purchasers to the Assignor the sum of $1,079.18;

AND WHEREAS the said Yoneyuki Watanabe did on the 9th day of March, 1942 duly transfer, assign and set over his interest in the said machinery, equipment and agreement to the said Shotaro Yamakami;

AND WHEREAS on the 10th day of March, 1942 the said Shotaro Yamakami did transfer, assign and set over unto Genkyu Iwama an undivided one-half interest in and to the said Agreement and the said machinery and equipment;

AND WHEREAS the Assignor has agreed to transfer the said agreement and the said machinery and equipment to the Assignee for the considerations hereinafter set forth;

WITNESSETH

1. The Assignor doth hereby transfer, assign and set over unto the Assignee the said Agreement of 20th October, 1941, all monies secured thereby, and all the machinery and equipment therein set forth and all the right, title and benefit of the Assignor herein and thereto and in and to each and every part thereof.

2. The Assignor represents that there is still unpaid under the said Agreement the said sum of $1079.18.

3. The Assignee shall pay to the Assignor the said sum of $1079.18, the receipt whereof is hereby by the Assignor acknowledged.

4. It is understood and agreed that the Ford Motor Car set forth in the said Agreement of 20th October, 1941 has been released from the provisions of the said Agreement and no longer forms part of the security for payment of the monies still unpaid.

5. The Assignor represents that he has done no act or thing to vary, encumber or in any way charge the said Agreement or the said assets and that he will from time to time at the request of the Assignee execute such further and other documents as the Assignee may reasonably require to fully and effectually carry out the spirit and intention of this Agreement.

This Agreement and everything herein contained shall enure to the benefit of and be binding upon the parties hereto and their and each of their respective heirs, executors, administrators, successors and assigns.

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

SIGNED, SEALED AND DELIVERED)
in the presence of:) "M. Wener"
"Helen C. Hendren") "Daniel Hicks"

COPY

MEMORANDUM OF AGREEMENT made this 20th day of October, A.D., 1941,

BETWEEN:-

M. MINER, of Vancouver, B.C.,

Hereinafter called the "VENDOR"

OF THE ONE PART

AND

SHOTARO YAMAKAMI and YONEYUKI WATANABE, of Vancouver, B.C.

Hereinafter called the "PURCHASER"

OF THE OTHER PART

WITNESSETH:- The Vendor hereby agrees to sell and the Purchasers hereby agree to purchase the machinery and equipment hereinafter described (receipt of which is hereby acknowledged by the Purchasers), for the sum of $3500.00 payable $2300.00 cash (receipt whereof is hereby by the Vendor acknowledged), and the balance of $1200.00 shall be paid at the rate of $100.00 per month on the 20th day of each and every consecutive month, commencing with the 20th day of November, 1941, together with interest on the unpaid balances from time to time, calculated from the 20th of October, 1941 at the rate of 7% per annum, and interest shall be payable at the above-mentioned rate at the same time as each instalment of principal is payable. In the event default is made by the Purchasers in paying any instalment, and such default continues for fifteen (15) days after the due date, then and in such event the full balance, including interest, shall forthwith become due and payable.

THE VENDOR AND THE PURCHASERS MUTUALLY COVENANT AND AGREE EACH WITH THE OTHER AS FOLLOWS:-

1. The said machinery and equipment, and each and every part thereof, and all parts and accessories added thereto, either as additions thereto or in substitution for existing parts and accessories is now and shall remain the absolute property of the Vendor until after full and complete payment of the purchase price herein set forth.

2. The said machinery and equipment, and every part thereof, at all times while out of the possession of the Vendor, shall be at the risk of the Purchasers, and all loss or damage to the same or any part thereof shall be paid by the Purchasers, and no such loss or damage shall operate to extinguish or diminish any liability hereunder.

3. The Purchasers shall take proper care of the said machinery and equipment, and each and every part thereof, and shall not neglect, misuse, damage or destroy the same or any part thereof, or suffer the same to be done, and the Purchasers shall keep all of the said machinery and equipment, and each and every part thereof, in good repair, and shall pay for the costs of repairs, and shall not at any time suffer or permit any charge or lien, whether possessory or otherwise to exist against the said machinery and equipment, or any part thereof.

4. The Purchasers shall insure the said machinery and equipment, and every part thereof, with loss payable to the Vendor.

5. Time shall be of the essence hereof, and if default be made in the payment of the said principal sum, or any part thereof, or interest, or any part thereof, at the time and times the same shall or may become due, or if default be made by the Purchasers in any other respect hereunder, or if they, or any of them shall in any way at any time fail to fully observe or perform any covenant herein contained, or of the Purchasers fail to make payment for any labour, repairs, improvements or equipment placed on the said machinery and equipment, or any part thereof, or if the Vendor shall feel unsafe or insecure, then and in such event the principal sum herein, or the balance then remaining unpaid, together with accrues interest thereon shall immediately become wholly due and payable at the option of the Vendor (notice of said option being hereby waived), and the Vendor may at once take possession and remove the said machinery and equipment, and each and every part thereof, wherever the same may be, with or without process of law (and for such purpose it shall be lawful for the Vendor to break and force open any doors, locks or buildings), and to repair the same, or any part thereof (as to the nature and extent of such repairs the Vendor shall be the sole judge), and may sell same as provided for by law.

6. Out of the proceeds the Vendor shall be entitled to retain all monies payable to him, whether due or not, including interest, costs and expenses of taking possession, storing, repairing, any monies properly disbursed, solicitors fees on a solicitor and client basis, and the costs of sale, and any surplus shall be paid to the Purchasers. Any deficiency shall be paid by the Purchasers.

7. It is understood and agreed that there are no promises, warranties or representations of the Vendor as to the quality, condition or fitness of the said machinery and equipment hereunder, or any part thereof, in any manner whatsoever, other than that the Vendor covenants to sell the same free of encumbrances.

8. The said machinery and equipment are as follows:-

PLANT:

Boiler and Oil Burner No. 41886 B.C. and No. 39719
Oil Tank
Solvent Tank
Tumbler-Beaver Laundry Mac. Co. Ltd. Type C1.9, Serial No. 2754
Large Washer -Beaver Laundry Mac. Co. Ltd., Serial No. 2753
Small Washer-Beaver Laundry Mac. Co. Ltd., Serial No. 2752
D.C. Extractor
Filter - Bowser Filter
Vacuum Still
Vise
Two (2) Pumps
Tank
Shafting and Pulleys
Belting
Piping
7½ Horse-Power motors.

SMALL ROOM:

S.C. Extractor No. 93293
Piping and valves
Storage table, shelving and dry room
Tables
Fire Extinguisher
Spot Boards
Hose

WASH ROOM:

Tubs
Crock
Wiring
Blower (Air conditioned) No. A 38080

EQUIPMENT:

1 sleeve board
Linoleum
Three (3) chairs
Dressing room
Part clothes rack pipes
1 show case
Shipping table
Table
Long counter Table
Small Counter
Electric fixtures
Electric bulbs
2 small tables
Press table
Safe - Gordie McCulloch
First Aid Kit
Spotting brushes
Sleeve form
1 Pressing board

MACHINERY:

Cuff brush machine
Pipes and Valves
Dry room
Hoffman Press Machine XC05 #5256
Steam Iron Patrick EF 3BB #1331
Caustic Tank
New Smoke Stack
Car - Model T. Ford - License No. B.C. 83 - 745

All of the above are at 2046 West 4th Avenue, Vancouver, B.C. and shall not be removed therfrom without the consent in writing of the Vendor first had and obtained.

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

SIGNED, SEALED AND DELIVERED)
in the presence of:-) "S. Yamakami"
" _____") "Y. Watanabe"
"_____") "M. Wener".

INFORMATION FROM R.C.M.P.

Our File No. 11979 Date 11979 Sept 5/43 17/9/43

Full Name OMOTO, Tatsuya
(Surname in Block Letters)

Registration No. 07809 Male - Female (check) Age Aug. 13, 1914

Former Address 138 E Broadway, City

Date Evacuated March 5/42 Naturalized - Canadian-Born - National (check)

Present Address Mission Flat, Kamloops BC.
(Japanese)

Married - Single (check)

Name of Wife Sato - 05653

Name of Mother KITAMURA, Misa (ref) (decd) Name of Husband

Name of Father Shohei - decd

Names of Children under 16 Teshio (m) 6/2/30
Kenji (m) 7/12/31

Requested by J. Spratt Registered with Custodian no (Yes or No)

Additional Information Tailor (own Store)

CLAIMS NOS. 96 - OMOTO Tatsuya
809 - YAMAKAMI Shotaro
1192 - IWAMA Genku

These claimants have made individual claims as partners in a wholesale dry-cleaning business carried on by them at 2046 West 4th Avenue, Vancouver B.C.
They had bought the business from an Occidental operator in October 1941, at the sum of $3500.00. An option for purchase at the sum of $3500.00 is filed as Exhibit 1 in Claim No.809, and Counsel for the Government advises me that the Custodian's file contains a copy of the Conditional Sales Contract.

There is evidence by one of the claimants that the partnership, in the period of its operation, made net profits of approximately $150.00 per week.

Upon evacuation, the equipment used in connection with the business was left in the care of the landlord of the premises, who in turn put a tenant in occupation.

In 1944 Thompson & Binnington appraised the equipment at $2071.25 (Exhibit 6 in Claim No.809). It was sold at $100- in 1945 to the tenant of the premises, who was the only tenderer, although tenders were called for byadvertisement.

Mr.Skelding of the Universal Appraisal Co. has furnished a report, in which he estimates the value of the equipment as at 1945 as not less than the original purchase price.

Mr.J.A.Macdonald, for the Government, contends that the purchase price paid by these claimants in 1941 must have included the good-will of the existing business, which is perhaps a reasonable conclusion to draw.

In the circumstances I consider that the evidence justifies the conclusion that fair market value was not realized on this sale. I estimate the fair market value

at that date to have been $3000.00. Since the property was sold at $2100.00 to the tenant, I RECOMMEND payment to the claimants collectively of the sum of $900.00.

Since the respective interests of the claimants and possibly other persons who had interests in the business has not been clearly established, I FURTHER RECOMMEND that the award, if approved, should be paid to R.J.McMaster, Esquire, Solicitor for the three claimants above noted, for distribution among the parties entitled.

H. I. BIRD
Commissioner.

February 1st 1950.

96 809 1192

40

Name of Claimant [redacted], Tetsuya Case [redacted]

Custodian File 11979

SEE ALSO CASES [redacted] & 1168

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	

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	
				INCLUDED IN CASE NO. [redacted]				

TOTAL RECOMMENDATION

1540

CASE NO. 38

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

JAPANESE PROPERTY CLAIMS COMMISSION

REPORT

(HIS HONOUR, JUDGE J.R. ARCHIBALD, SUB-COMMISSIONER)

Kamloops, B.C.
May 10, 1946

IN THE MATTER OF THE CLAIM OF
TATSUYA ONOTO

PROCEEDINGS AT HEARING

APPEARANCES:

T.G. BOWEN-COLTHURST, Esq., appearing for the Dominion Government.

R.J. McMASTER, Esq., appearing for the Claimant.

J.R. COLLEY, Esq., Secretary to Kamloops Sub-Commission.

G.E.R. UPTON, Esq., Official Interpreter

G. HAMILTON, Esq., Official Reporter.

MR. McMASTER: Your honour, with respect to No. 111 on the list, Tatsuya Omoto, I would ask that it be given a case number. The situation here is that this claimant, together with some tento fifteen other persons, had an interest in Victor Wholesale Cleaners and Dyers. Two of the other larger shareholders in the partnership have filed claims in addition to this claimant; one is Shotaro Yamakami, who filed a claim at Moose Jaw; the other is Genkyu Iyama, who filed a claim in Toronto. I understand that the evidence of Yamakami has been heard at Moose Jaw. We have not yet had an opportunity to examine the transcript, but subject to examining the transcript of the evidence given by Yamakami, this claimant is prepared to rely on the evidence given by one of the partners rather than to have each partner come in and give evidence with respect to it.

Accordingly, I would ask, in considering this case, that the evidence of Yamakami at Moose Jaw be considered as part of the record in this case in support of the claim made by the claimant. Unless my friend takes any objection to that procedure, I don't propose to call the claimant in this case.

MR. BOWEN-COLTHURST: I have no objection to that procedure, your honour, and we will rely on the evidence that is raised in Moose Jaw as the defence to this case.

MR. McMASTER: There is one further thing I would like

to mention.

In this case, the partners in the business apparently have not been in entire agreement as to what their respective interests are, and the Custodian is holding the money which he obtained on the sale of the business pending straightening out of the respective partnership interests. The claimant's agreement to adopt the evidence given by this man in Moose Jaw does not include any agreement to adopt his evidence as to the partnership interest, and he would ask that if the partnership interests have not been straightened out at the time that any payment is made pursuant to the Commissioner's recommendation, that the monies be paid to the Custodian pending the partnership establishing their respective interests.

THE COMMISSIONER: All right.

MR. BOWEN-COLTHURST: Yes.

(PROCEEDINGS ADJOURNED SINE DIE)

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

Gordon Hambleton

G. Hambleton
Official Reporter

I hereby certify that the foregoing transcript purports to be an accurate record of the evidence adduced before me.

J.R. Archibald,
Sub-Commissioner