

13043

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: TOKIYE KUMAGAIHOME ADDRESS: c/o H. Oikawa, R.R. No. 2, Kelowna, B.C.REGISTRATION NUMBER 86676 SEX: Female AGE: 39OCCUPATION: Wife of Sueji Kumagai

(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: NoneMARRIED? YesNAME OF WIFE OR HUSBAND: Sueji KumagaiADDRESS OF WIFE OR HUSBAND: c/o H. Oikawa, R.R. No. 2, Kelowna, B.C.NAMES OF ANY LIVING CHILDREN: None

ADDRESS OF CHILDREN:

AGE OF CHILDREN:

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

1. LOCATION AND DESCRIPTION: Lot 18, Block 2, West 1/2 of Subdivision "X", D.L. 182, Group 1, N.W.D., Plan 176, in the Province of British Columbia. (Sold on September 14, 1942 to John Stark of Vancouver, B.C. for \$2700.00 but purchase price not yet received.)

2. BUILDINGS AND OTHER IMPROVEMENTS: One dwelling-house.

3. INSURANCE (Give particulars; state where policies are) Policy with Mr. Okamura, Powell St., Vancouver, B.C.

4. TAXES (Amount and where payable) Paid to end of 1942.

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

6. OCCUPANCY AND LEASES (If vacant so state) Sold to John Stark as above-mentioned.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: With Custodian.
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: No.
9. IF FARM LAND STATE CROPS SOWN Not farm land.

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: Bannockburn, R.R. No. 2, Kelowna, B.C.
Lot 6 Registered Map No. 2540
2. LANDLORD'S NAME AND ADDRESS: James H. Cross, Kelowna, B.C.
3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: Lease for six months at \$9.00 a month from 25th March, 1942.
4. STATE WHEREABOUTS OF LEASE: Verbal.
5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid) None.
6. IF FARM LAND, PARTICULARS OF CROPS SOWN: Not farm land.

STATEMENT OF PERSONAL PROPERTY OWNED:

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS:
Furniture on above leased premises.
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 other than landlord above-mentioned.

4. INSURANCE CARRIED ON ABOVE PROPERTY: Covered by Policy
~~hereinbefore mentioned.~~

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)
\$2700.00 from John Stark purchaser of property as hereinbefore
mentioned. *per Real Estate* ✓

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)
None.

8. BANK ACCOUNTS: Joint account with husband at The Royal Bank of
Canada, Kelowna, B.C.

9. LIFE INSURANCE: None.

10. INTEREST IN ANY ESTATES OR TRUSTS: None.

11. SAFETY DEPOSIT BOX: No.

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 2nd day of October 1942.

(Signature) Tokyo Kumagai

Witness

FOR DEPARTMENTAL USE

13043
INFORMATION FROM R.C.M.P.

DATE Aug. 20/43

Our File No. 13043

Full Name KUMAGAI, (Tokuye) Mrs. Sueji.
(Surname in Block Letters)

Registration No. 06676

Male - ☒ Female
(Check)

Age Jan. 26, 1904

Former Address 1118 Powell St., Vancouver, B. C.

Date Evacuated Feb. 28/42

Naturalized - Canadian-Born - National
(Check)

Present Address Kelowna, B. C.

26/11/46 RETURNED TO JAPAN
S.S. MARINE FALCON
24th DEC. 1946

☒ Married - Single
(Check)

Name of Wife Sueji # 06672

Name of Husband _____

Name of Mother (Japan)

Name of Father (Japan)

Names of Children under 16 _____

Requested by E.C.T.

Registered with Custodian Yes
(Yes or No)

Additional Information _____

13043/06676

N^o 1316

DOMINION OF CANADA
DEPARTMENT OF FINANCE

Issued at Kelowna B.C.
Date Dec 19/46

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

NOT NEGOTIABLE

To Shunroku Sugawara
see No 2-1502 for details 4028.13
Cash 30.3
Credit Balance 265.05
4058.53

K. H. H. H.
for Comptroller of the Treasury

711 Stock Exchange Bldg.,
475 Howe Street,
Vancouver, B. C.,
January 29th, 1947.

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

TREASURY DEPT. CLAIM \$ *MIC.*

Dear Sir:

Re: KUMAGAI, Takuye #06676

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

Money turned in - - - - - \$ 4,323.58

Draft Issued- - - - - \$ 4,323.58

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

Yours truly,

F. G. Coburn
F. G. COBURN,
Supervising Treasury Officer.

FGC/EJ.



File No. 13043

SUMMARY

November 25th, 1946

REAL ESTATE

Reg. No. 06676

Catalogue No: Private Sale
Japanese Name: Tokuye KUMAGAI, (Mrs. Sueji)
Civic Address: 1118 Powell Street, Vancouver, B.C.
Legal Description: Lot 18, Block 2, West half of Subdivision K, D.L. 182, Plan 176, Vancouver, B.C.
Classification: Dwelling

Information: - This property was sold to John Stark for \$2700.00 Cash through the office of John Vrlak & Co. and accepted by Tokuye KUMAGAI on behalf of his wife. Deposit of \$200.00 on the deal was received by this office as August 30th, 1942, the deal being effective as Sept. 1, 1942. Two copies of the Deed to John Stark were forwarded to this office as Sept. 3, 1942. Later by letter 14-9-42 E.C. Weddell, Barrister, came into the picture on behalf of Mrs. KUMAGAI, forwarding conveyance in duplicate and old Certificate of Title to said property to this office. Statement, with adjustments, and cheque for \$2399.85 were received from Vrlak & Co. as Oct. 2, 1942 and deed and old Certificate of Title were thereupon delivered to John Vrlak & Co. as Oct. 3, 1942. Report was made to E.C. Weddell, Barrister, under date of 8th Oct. 1942 on behalf of Mrs. KUMAGAI, and reply from Weddell of 20-10-42 was received.
Fire Insurance was cancelled as at date of sale.
Funds were released to credit of account of Mrs. KUMAGAI as Oct. 2, 1942.

Remarks: - As this property was sold prior to registration of Tokuye KUMAGAI by private sale, and the sale price accepted, no information is revealed on the file as to the condition of the premises and no administration was required.

Assessed value 1944
Land - \$1260.00
Improvements - \$1900.00

Sale price - \$2700.00

The above Summary is certified to be in accordance with the information on file, November 25th, 1946.

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

File No. 13043

KUMAGAI, Tokuye (Mrs. Sueji) Reg. No. 06676

Civic Address: 1118 Powell St., Vancouver.

Legal Description: Lot 18, Blk. 2, ~~XXXX~~
W¹/₄ of Subdiv. K, D.L. 182,
Gp. 1, N.W.D., Plan 176.

Classification: Dwelling.

SOLD

This property was sold to John Stark,
Shoemaker for \$2700.00 - Sept. 1st, 1942.

File No. 13043

SUMMARY

November 25th, 1946

LIABILITIES

Re: Tokuyo (Mrs. Susie) KUMAGAI,
Reg. No. 06676

No Claims against or indebtedness of Tokuyo KUMAGAI are revealed on the file, except a claim by Jarvis of \$13.75 presented by Mr. Anderson of Harper & Anderson, Barristers, in respect to his not being able to obtain possession of quarters at 1118 Powell St. after taking his effects there. Claim denied by Mr. KUMAGAI - see letter 14-9-42 (Widdell). A letter to OKAMURA of September 17th, 1942 in respect to the claim did not elicit any reply from him. No further action was taken by this office.

The above Summary is certified to be in accordance with the information on file, November 25th, 1946.

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

PERSONAL PROPERTY

Tokuye (Mrs. Sueji) KUMAGAI,
Reg. No. 06676

CHATELS: — On Page 2 of Registration of Tokuye KUMAGAI dated Oct. 2, 1942 is recorded under "Personal Property" the following:-

"Furniture on above leased premises".

As these leased premises were at Kelowna, B.C. the Furniture in same did not come under the control of the Custodian.

BANK ACCOUNT: — On Page 3 of registration of Tokuye KUMAGAI dated Oct. 2, 1942 is recorded under Bank account the following:-

"Joint account with husband at the Royal Bank of Canada, Kelowna, B.C."

As Bank accounts did not vest with the Custodian and as this account was at Kelowna, B.C., No action was taken by the Custodian in this respect.

SPECIFIED ARTICLES:

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

No other Personal Property of Tokuye KUMAGAI is revealed on the file.

The above Summary is certified to be in accordance with the information on file.
November 25th, 1946.

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

Investments:

An interest in Major Oil Investments Well No. 2 is revealed by letter of 26th March 1946 from Prudential Trust Co. Ltd. By our letter 27th March authority was given to make transfer as suggested in Prudential letter.

13043

November 26th, 1946.

REGISTERED.

Mrs. Tokuyo KUMAGAI,
Reg. No. 06676,
R.R. #2, Kelowna, B.C.

Dear Madam:-

We have brought forward your file for review and examination of your affairs that have come under our control.

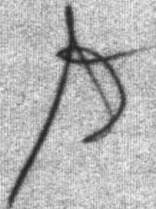
The file reveals that your principal asset was 1118 Powell Street and that it was sold direct by you as of September 1st, 1942 for the sum of \$2700.00 Cash to John Stark. We reported on the details to Mr. E.C. Waddell, Barrister, who was acting for you, on the 8th Oct. 1942 and later forwarded a statement on May 13th, 1944. This May statement showed a credit balance of \$509.75 in your account. On the 17th July 1944 we paid the Monarch Life Assurance Co. \$244.30, at your request, on your husband's policy #P103445, reducing the balance to \$265.45 as shown by the enclosed statement.

This amount is a free balance and payable to you according to Government regulations.

It would appear that the foregoing, together with previous reports and statements, accounts for your interests that have come under our control. We shall be obliged for your acknowledgment and confirmation of same, if you have the time.

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

Yours truly,

 B.R. Dusenbury,
Office of the Custodian.

BRD/DD.
Encs. 2.

Tokuyo KUMAGAI
Reg. No. 06676

File No. 13043

Date	Particulars	Debit	Credit	Balance
1946 March 9 -	Balance as statement sent		509.75	509.75
July 17th -	Monarch Life Assurance Co., Pol. P 103445- Sueji KUMAGAI -	244.30		
		<u>244.30</u>	<u>509.75</u>	

CR \$ 265.45

Administration Dept.
November 26th, 1946

13043

March 27th, 1946.

Prudential Trust Company, Limited,
475 Howe Street,
Vancouver, B.C.

Dear Sirs:- Re:- Major Oil Investments
 Mrs. Tokuyo (Sueji) KUMAGAI
 Reg. No. 06676

We are in receipt of your letter of the 26th instant in respect to the transfer of 4/40 of Major Oil Investments registered in the name of the above Japanese, and in reply we wish to advise that we have no objection to your making the transfer suggested in your letter.

Yours truly,

BRD/DD.

 B.R. Dusenbury,
Administration Department.

25-11-46

4-765.45

Prudential Trust Company LIMITED

REGISTERED CABLE ADDRESS
"PRUTRUSCO"
CODES USED
A. B. C. 6TH EDITION
WESTERN UNION

HEAD OFFICE: MONTREAL

TELEPHONE
PA CIFIC 7446-7449

210-212 STOCK EXCHANGE BLDG
475 HOWE STREET

VANCOUVER, B. C.

26th March, 1946

The Office of the Custodian
of Enemy Property,
675 W. Hastings Street,
Vancouver, B. C.

EVACUATION SECTION	
Rec'd	MAR 27 1946
File No.	13043
Ref'd	<i>Luscombe</i>

Dear Sirs:

We have been requested to transfer 4/40 of Major Oil Investments Well No. 2 Sub-Lessors' Royalty Trust which is presently registered in the name of Mrs. Tokue Kumagai to Collin Wakelynn. As the registered party is a Japanese we would appreciate receiving your advice that it will be in order for us to complete the requested transfer.

Yours very truly,

PRUDENTIAL TRUST COMPANY, Limited

J Mackenzie

Transfer Officer

JMcK

13043
11270

July 17, 1944.

Mrs. Tokoye KUMAGAI,
Registration No. 06676,
R. R. #2,
KELOWNA, B. C.

Dear Madam:

Re: Monarch Life Pol. #P103445-
Sueji KUMAGAI

As requested in your letter of July 12th we have paid the premium of \$242.50 plus the interest of \$1.80 as shown on the attached copy of our letter of today's date to the Insurance Company. The sum of \$244.30 has been charged to your account with the Custodian.

Yours truly,

S. M. Gibson,
Insurance Department

SMG:JS

Attach.

July 12, 1944.
R.R. # 2,
Kelowna, B.C.

Office of the Custodian of Japanese,
Vancouver, B.C.

Dear Sirs:

I will be much obliged if you will pay over to the
Monarch Life Assurance Co. the premium on policy #103445,
which is held by my husband, Sueji Kumagai.
Thanking you, I am,

Reg. #06676.

Yours truly,
(Mrs.) Tokuye Kumagai.

T. Kumagai

EVACUATION SECTION	
Rec'd JUL 13 1944	
File No.	11278
Ans.	Sm 3 (8)
Released	Shibson

50923

273.50
1.80
275.30

File No. 13043
Reg. No. 06676

Tokuve KUMAGAI

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1942 October 5	J. Orlak & Co. - sale re 1118 Powell Agent's commission re sale Water rates to 6 months	\$ 135.00 3.02	\$ 2537.28 ✓	
October 27	Transferred from file 11270 - S. KUMAGAI John Orlak & Co. - deposit on Agreement for Sale		200.00	
October 23	Ck 657 - T. KUMAGAI	1,599.23		
1943 March 10	Cancellation of policy # 205703		4.00	
1944 March 9	Ck 8607 - Monarch Life Assurance Co. - premium on policy # 103445	494.25		
				CR \$ 509.75

2231.50 2941.28 ✓

EVACUATION SECTION	
Rec'd	FEB 20 1944
File No.	13043
Age	
Referred	Gibson

R.R. 2, Kelowna, B.C.
February , 1944.

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

Dear Sirs:-

Re: Monarch Life Policy - \$5,000.00
-Sueji KUMAGAI-

This will be your authority to pay from my account
with the Custodian the following outstanding premiums and
interest on the above policy, as follows:-

Premium due June/43	-	\$242.00
Premium due June/44	-	242.00
Interest on 1943 prem. to February 29/44	-	10.25
		<u>\$494.25</u>

Yours truly,

TokuYE KUMAGAI

(TokuYE KUMAGAI)

103445
1,000.00
4-9-44

E. C. WEDDELL
BARRISTER
SOLICITOR & NOTARY PUBLIC
SUCCESSOR TO
BURNE & WEDDELL

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
NOV 9 1942

NEWETSON & MANTLE BLOCK

RELOWNA, B. C. November 7, 1942.

CABLE ADDRESS "BURWED"
TELEPHONE 21

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

Dear Sirs: re: Mrs. Suzeji (Tokuye) Kamagai. Your File No. 130-3.

I am in receipt of your letter of the 23rd instant with your enclosed cheque for \$1599.23 in favour of Mrs. Tokuye Kamagai and note that you are retaining \$1000.00 of her monies for the meanwhile. Yesterday I sent this cheque to Mrs. Kamagai with a copy of your letter to me.

Thanking you I am,

Yours truly,

E. C. WEDDELL.

Per Norah A. Laxon
Norah A. Laxon.

ECW/NL

13043

29th October, 1942

E. C. Weddell Esq.,
Hewetson & Mantle Block,
Kelowna, B. C.

Dear Sir:

Re: Mrs. Suveil (Tokuye) KUMAGAI

We are in receipt of your letter of the 20th instant in connection with the affairs of the above.

The amount that we have to the credit of this account is the first deposit of \$200.00 and the subsequent payment of \$2,399.23, a total of \$2,599.23. There is no provision made for interest being paid on any moneys which are being held by this department.

As mentioned in our previous letter, we have no objection to releasing a part of the funds we have on hand and we are enclosing herein our cheque for \$1,599.23 drawn in favour of Mrs. Tokuye Kumagai. The sum of \$1,000.00 is being held for the time in accordance with our present policy for the protection of any claims which may be filed with us in the near future. This sum will be available for release some time later.

Yours truly,

F. G. Shears,
Manager.

FGS/PMH

Encl.

11270 & 13043

8th October, 1942

E. C. Weddell Esq.,
Hewetson & Mantle Block,
Kelowna, B. C.

Dear Sir:

Re: Mr. & Mrs. KUMAGAI

We are in receipt of your letter of the 2nd instant and thank you for enclosing the "JP" registration forms completed by Mr. & Mrs. Kumagai.

The purchase money in connection with the sale of their land has now been paid, the statement of adjustment being as follows:-

	<u>Credit</u>	<u>Debit</u>
Sale Price	\$2,700.00	
Deposit with Custodian		200.00
4 month portion of \$111.74 1942 taxes	37.25	
2 month portion of \$9.10 (6 month rates)		3.02
Fire Insurance (cancelled)	---	---
Agent's 5% commission		135.00
Balance paid by cheque		2,399.23
	\$2,737.25	\$2,737.25

For the time being and pending complete evacuation we are not disbursing all of the moneys we receive. While in this case there may be no liabilities or claims, our policy is to be satisfied that all creditors have been taken care of.



BRITISH COLUMBIA BRANCH
850 WEST HASTINGS ST.
VANCOUVER, B.C.

OFFICES
TORONTO, MONTREAL
WINNIPEG, VANCOUVER

JOHN VRLAK & CO.
AGENTS
865 HASTINGS STREET, EAST
HASTINGS 1261

September 30th 1942.

STATEMENT IN ACCOUNT WITH:

TOKUYE KUMAGAI - RE: Sale of 1118 Powell Street.

	<u>Credits</u>	<u>Debits</u>
Sale price	2700.00 ✓	
Deposit with Custodian		200.00 ✓
4 month portion of - \$111.74 - 1942 Taxes	37.25 ✓	
2 month portion of - \$9.10 - (6 months Water rates)		3.02
Fire Insurance (Cancelled)	---	---
Agents 5% commission		135.00
BALANCE PAID BY CHEQUE	<u>2399.25</u>	<u>2399.25</u> ✓
	<u>2737.25</u>	<u>2737.25</u>

ENCLOSED CHEQUE: \$2399.25

J. V. J.



11270

September 17, 1942

E. C. Weddell Esq.,
Hewetson & Mantle Block,
Kelowna, B. C.

Dear Sir:

Re: Tokuye KUMAGAI

We are in receipt of your letter of the 14th instant and thank you for enclosing Deed of Land dated September 1st between Tokuye Kumagai and John Stark which has been completed by Mrs. Tokuye Kumagai, also Certificate of Indefeasible Title No. 47548 L covering Lot 18, Block 2, West 1/2 of Subdivision "K", D. L. 182, Group 1 H.W.D. Plan 176 in the name of Tokuye Kumagai.

We note your remarks regarding adjustment of taxes and we will communicate further with you when the deal in connection with the sale of this property has been completed.

In the meantime it would be desirable for Mrs. Kumagai to complete our "JP" registration forms and in view of the fact that you are in touch with this party, we are enclosing these in triplicate and would be obliged if you would have these completed and return two copies to this office. This will indicate to us whether there is any other properties or chattels which it will be necessary for us to take care of on behalf of Mrs. Kumagai.

We are also enclosing a further set of forms in case Mr. Kumagai has any interests in the protected area which should be registered.

Yours truly,

F. G. Shears,
Assistant Manager.

FGS/PMH

Encl.

E. C. WEDDELL
BARRISTER
SOLICITOR & NOTARY PUBLIC
SOLICITOR FOR
CITY OF KELOWNA

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

11270
RECEIVED
SEP 16 1942

HEWETSON & MANTLE BLOCK
KELOWNA, B. C.

CABLE ADDRESS "BURWED"
TELEPHONE 51

September 14, 1942.

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

Dear Sirs: re: Tokuye Kumagai (wife of Suyoji Kumagai)
to John Stark, Lot 18, Block 2, West 1/2 of
Subdivision "K", D.L. 182, Group 1 N.W.D.,
Plan 176.

✓ Inquiry of Mrs. A. G. G.
dictates info. that
Pol 205703 at 1118
Powell covered only dwelling

I have before me your letter of the 9th instant
addressed to Mr. Suyoji Kumagai, and may say that Mrs.
Kumagai has just executed before me the conveyance in
duplicate of the above property to Mr. John Stark which
you enclosed. I therefore return this conveyance duly
executed and acknowledged in duplicate, Certificate of
Title No. 47548 'L' and receipted tax notice for 1942.
Will you therefore deliver to Mr. Stark this conveyance
in exchange for the \$2700.00 consideration monies.

Then with regard to the taxes, which you will
note amounted to \$111.74. Mr. Kumagai would like you to
collect Mr. Stark's proportion of these, which from to-
day would be three and a half months of the twelve.

Then with regard to the insurance. Mr. Kumagai
says he has a policy on the property which also covers
his furniture, so he proposes to cancel this policy and
Mr. Stark would therefore have to place a new policy on
the property in his own name.

Mr. Kumagai says Mr. Okamura has his policy,
so would you please ask him for it and arrange for its
cancellation with the insurance company and at the same
time obtain the proportionate refund of the premium.

With regard to the claim of Mr. Anderson, solicitor,
for \$13.75, Mr. Kumagai says that he never made any
arrangement with Mr. Jarvis to rent and obtain possession by
the first of last June, so he does not feel that he should pay
this claim.

The Department of the
Secretary of State Office
of the Custodian,

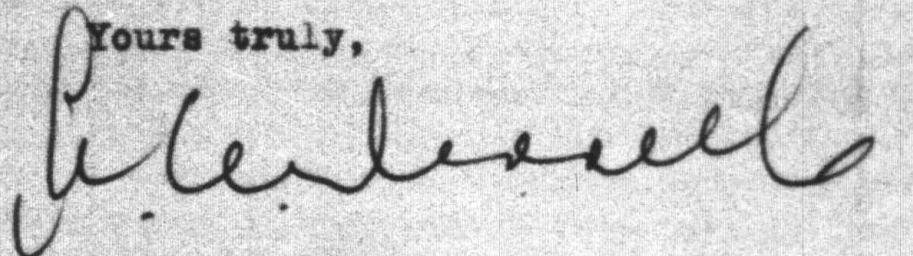
September 14, 1942.

On the other hand if Mr. Okamura admits that he made the arrangement as claimed by Mr. Jarvis, it will be in order to pay the claim of \$13.75.

Mr. Kumagai also say this sale to Mr. Stark was quite independant of Mr. Okamura and that the latter therefore has no claim for commission.

I shall be glad to have your further report as soon as possible and the consideration can be remitted to Mrs. Kumagai through me.

Yours truly,



E. C. WEDDELL.

ECW/NL
ENCS.

RECEIVED
AUG 25 1942

267 217 3062-2

C

Re - S. Kumagaye
File # 11270
1118 Powell Street

I understand that John Vrlak, 865 E. Hastings Street has sent an offer direct to Mr. Kumagaye, o/o Mr. H. Oikawa, R. R. # 2, Kelowna, to purchase the above property and that Mr. Kumagaye has confirmed the sale.

Kindly be advised that on March 6, 1942, Mr. Kumagaye appointed me agent to deal with his properties and also gave me authority to place this account in the hands of Pemberton Realty Corporation Limited to act as his agent as well as mine.

Should John Vrlak and Company contact your office with regard to the sale of this property, would you kindly have them deal through Pemberton Realty Corporation Limited who is my agent as well as Mr. Kumagaye's.

Yours very truly,

truly,
H. C. Hanna

3897 *Nanten S. Okumura*

22

CHECK FOR SERVICE	
Full Rate	
Day Letter	
Night Message	
Night Letter	
Reading and Index Message	
Please mark as I require the class of service desired.	

CANADIAN PACIFIC TELEGRAPHS

CHECK ☒

TIME FILED
STANDARD TIME

World Wide Communications

Send the following message, subject to the conditions on the back thereof, which are hereby agreed to.

17 KN Y 7 Collect

To:

Kelowna, B.C. Aug. 22/42 1148A

JOHN VRLAK (500)

TLS ANS YDA VANCOUVER, B.C.

We accept John Starks offer Thanks.

S. Kumagai

11.58 A.M.

Sender's address or telephone number for reference.

11270

August 3, 1942

Messrs. Pemberton Realty Corporation Ltd.,
418 Howe Street,
Vancouver, B. C.

Dear Sirs:

Re: Suveil KUMAGAYE

We telephoned you the other day in connection with the property of the above at 1118 Powell Street.

Mr. Anderson of Messrs. Harper & Anderson informed us that they had a client that had made arrangements with you for the rental of this house and that they were to get possession of same on the 1st May.

They were unable to do this and were still unable to get possession on the 1st June. We understand from you that you have returned to Mr. Jarvis, the gentleman in question, the amount of the deposit which he had left with you.

Mr. Anderson is claiming on behalf of his client an expense bill amounting to \$13.75, cartage on Mr. Jarvis' goods to the above premises and the expectancy of being able to obtain possession.

We have advised Mr. Anderson that Mr. Kumagaye has not registered with us and we do not see that we can help him at all in regard to this claim.

We understood from you that there are people already occupying these premises. Will you advise if any rent is being paid in connection with same.

In the event of a sale which you inform us you are trying to negotiate, you will please understand that the funds in connection with same should be paid to this office so that we may have a complete record of the transaction on behalf of the Japanese owner.

Yours truly,

F. C. Shears,
Assistant Manager.

FGS/PMH

This Indenture

Made the **First** day of **September** in the year of our
Lord one thousand nine hundred and **Forty - Two**.....

In Pursuance of the "Short form of Deeds Act"

Between **TOKUYE KUNAGAI, (wife of Sayaji Kunagai, Merchant) of**
R. R. # 2, Kelowna, in the Province of British
Columbia.

Insert full Name,
Street Address and
Occupation of
Grantor and of
Grantee.

(hereinafter called the "Grantor")

AND

JOHN STARK, Shoemaker, of 910 Hastings St. East,
in the City of Vancouver, Province of British Columbia.

(hereinafter called the "Grantee")

WITNESSETH, that, in consideration of **TWENTY SEVEN HUNDRED**.....

(\$2700.00).....

Dollars of the lawful money of Canada now paid by the said Grantee to the said
Grantor (the receipt whereof is hereby by him acknowledged) he, the said Grantor,
DOTH GRANT unto the said Grantee, his heirs and assigns FOREVER:

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying
and being in the City of Vancouver, Province of British Columbia,
and more particularly known and described as:
Lot Eighteen (18), Block Two (2), West Half of Subdivision "K",
of S.D. "K", District Lot: One Hundred Eighty Two (182),
Group: One (1), N.W.D. Plan: 176.

(G. W. McPHERSON)

Authorized Deputy of the Secretary
of State and/or Custodian

*Hand of registration on behalf of the Custodian
G. W. McPherson*

TOGETHER with all buildings, fixtures, commons, ways, profits, privileges, rights, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed, or appurtenant thereto; and the estate, rights, title, interest, property, claim and demand of him, the said Grantor, in, to, or upon the said premises.

TO HAVE AND TO HOLD unto the said Grantee, his heirs and assigns; to and for his and their sole and only use forever; Subject nevertheless to the reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown, and subject to all taxes, rates and local improvement assessments whether already or hereafter assessed.

THE said Grantor Covenants with the said Grantee that he has the right to convey the said lands to the said Grantee, notwithstanding any act of the said Grantor and that the said Grantee shall have quiet possession of the said lands, free from all encumbrances, save as aforesaid.

AND the said Grantor Covenants with the said Grantee that he will execute such further assurances of the said lands as may be requisite.

AND the said Grantor Covenants with the said Grantee that he has done no acts to encumber the said lands.

AND the said Grantor Releases to the said Grantee All His Claims upon the said lands.

WHEREVER the singular or masculine is used throughout this Indenture, the same shall be construed as meaning the plural or the feminine or body corporate or politic where the context or the parties hereto so require.

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals on the date first above mentioned.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF
Signature of Witness: *[Signature]*
Street Address: 214 A. Bernard Ave.
City or Town: Kelowna B.C.
Occupation of Witness: Danistev
Tokuyasu Kumagai

FOR MAKER
I HEREBY CERTIFY that, on the 14th day of September 1942, at Kelowna, in the Province of British Columbia, (whose identity has been proved by the evidence on oath of Yoshinori Yoshida), who is personally known to me, appeared Tokuyasu Kumagai, she is the person mentioned in the annexed instrument as the maker thereof, and whose name is subscribed thereto as part, that she knows the contents thereof, and that she executed the same voluntarily, and she is 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 Kelowna in the Province of British Columbia, this 14th day of September in the year of our Lord one thousand nine hundred and forty-two.

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 WITNESS

PROVINCE OF BRITISH COLUMBIA
TO WIT:

I, _____ of the _____, in the Province of British Columbia, make oath and say:
1. I was personally present and did see the within instrument duly signed and executed by _____ the part thereto, for the purposes named therein.
2. The said instrument was executed at _____
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 _____ 19 _____

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

ACKNOWLEDGMENT OF OFFICER OF CORPORATION

I HEREBY CERTIFY that, on the _____ day of _____, 19____, 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 _____ who subscribed his name to the annexed Instrument as _____, and that he is the person of the said _____ and 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, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

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

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

Dated September 1st, 1942

TOKUYE KUMAGAI.

—TO—

JOHN STARK.

Deed of Land

The Willson Stationery Co. Ltd., Vancouver, B. C.
Legal Forms for the Four Western Provinces

Lot: 10. West Half of
Block 2. S.D. "K",
D.L. 182,
Group 1,
N. W. D.
Plan 176.

JOHN VRLAK & CO.
865 E. HASTINGS STREET
VANCOUVER, B. C.

FOR ATTORNEY

I HEREBY CERTIFY that, on the _____ day of _____, 19____, at _____, in the Province of British Columbia, (whose identity has been proved by the evidence on oath of _____) 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 _____, instrument, and subscribed the name of the said _____ as the free act and deed of the said _____ attorney which has not been revoked.

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 _____.

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

CANADA
PROVINCE OF BRITISH COLUMBIA
To wit:

I, _____ of the _____, in the Province of British Columbia, DO SOLEMNLY DECLARE THAT
1. I am the attorney named in the Power of Attorney referred to in the above acknowledgment.
2. At the time of the execution of the annexed instrument, I had not received any notice or information of the revocation of the said Power of Attorney by death or otherwise.
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 _____, in the Province of British Columbia, this _____ day of _____, A.D. 19____.

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

THE CANADIAN & SOUTHERN CO. LIMITED, LAW PRINTERS AND SOLLICITORS, VANCOUVER, B.C.

THIS AGREEMENT, made in triplicate this

day of **August** in the year of Our Lord one thousand nine hundred and forty-Two

BETWEEN

TOKUYE KUMAGAI, Merchant, of R.R. # 2, Kelowna, in the Province of British Columbia.

Name,
Address, and
Occupation
of Parties

AND

hereinafter called the "Vendor" of the one part

JOHN STARK, Shoemaker, of 910 Hastings St. East in the City of Vancouver, Province of British Columbia.

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, Province of British Columbia, and more particularly known and described as: Lot Eighteen (18), Block Two (2), West Half of Subdivision " K " (W¹/₂ of S.D. "K") District Lot One Hundred Eighty Two (182), Group One (1), N.V.D. Plan 178.

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of **TWENTY NINE HUNDRED and FIFTY DOLLARS (\$2950.00)**..... Dollars of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of **TWELVE HUNDRED (\$1200.00)**..... Dollars on the execution of this Agreement (the receipt whereof the said Vendor doth hereby admit and acknowledge), and the balance payable as follows:

The Sum of \$50.00 on the First day of October, 1942.
The Sum of \$50.00 on the First day of November, 1942. and
The Sum of \$50.00 on the First day of each and every consecutive month thereafter until the Full balance is paid.

TOGETHER with interest on the balance from time to time owing under this Agreement at the rate of **Six (5%)**... per cent. per annum, payable **every six months**

NOW IT IS HEREBY AGREED by the parties hereto, in the manner following, that is to say: THE Purchaser DOETH COVENANT, PROMISE AND AGREE to and with the Vendor that he will 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 DOETH 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

NOTE.

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:

John Stark, 910 Hastings St. East, Vancouver, B.C.

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, provisions 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

Street Address

City

Occupation

John Stark

FOR ATTORNEY

I **Hereby Certify** that, on the

day of

194 , at

, in the Province of British Columbia,

(whose identity

, who is)

has been proved by the evidence on oath of 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 instrument, and subscribed the name of the said knows the contents of said as the free act and deed of the said thereto voluntarily attorney which has not been revoked. under authority of a power of

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

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

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

DECLARATION BY ATTORNEY

1. of the in the Province of British Columbia,
DO SOLEMNLY DECLARE THAT

1. I am the attorney named in the Power of Attorney referred to in the acknowledgment attached hereto.
2. At the time of the execution of the within instrument I had not received any notice or information of the revocation of the said Power of Attorney by death or otherwise.

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

in the Province of

this day of

A.D. 194 }

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

Acknowledgment of Officer of a Corporation

I **Hereby Certify** that, on the

day of

194 , at

, in the Province of British Columbia,

(whose identity has been proved by the evidence on

, who is) personally known to me,

of

oath of appeared before me and acknowledged to me that he is the

who subscribed his name to the annexed instrument as

, and that he is the person

of the said

and 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, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

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

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

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

Province of British Columbia
To Wit:

10

of the

, in the Province of British Columbia,

1. I was personally present and did see the within instrument duly signed and executed by

the part thereto, for the purposes named therein.

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

in the Province of British Columbia, this

61 10 day

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

JOHN VRLAK & CO.
35 E. HASTINGS STREET
VANCOUVER, B. C.

Lot 18, West Half of
Block 2,
S.D. "K",
D.L. 182,
Group 1,
N.W.D.
Plan. 176

The Clarke & Stuart Co. Limited, Law Printers and Stationers
Vancouver, B.C. Form No. 87

Agreement FOR SALE OF LAND

JOHN STARK

AND

TOKUYE KUMAGAI.

1942
AUGUST

FOR MAKER (INCLUDING MARRIED WOMEN)

3 Herbyu Dertyy that on the

day of

104

in the Province of British Columbia.

before me and acknowledged to me that

the maker thereof, and whose name

contents thereof, and that

IN TESTIMONY WHEREOF

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office

10

British Columbia, this day of _____ in the year of our Lord one thousand nine hundred and forty

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