

<u>REAL PROPERTY</u>										
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		Sale Price	Total Award 125% of all Sale Prices:	
						% of Total	Amount		% of Total	Amount
1900	95.00 12.50									107.50
<u>PERSONAL PROPERTY</u>										
Motor Vehicles			Boats and Boat Gear							
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Recorded Now Missing		45% of amount in next preceding column		
<u>NETS</u>										
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing		Percentage Total Award to Total Claim		Claim for Nets Sold Declared Not Found, & Recorded Now Missing		Apply % ratio to Claim	Deduct Custodian Sale Price	
<u>MISCELLANEOUS CHATTELS</u>										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
110.00	38.10	11.43	37.36%	255.00 <del>225.00</del>	95.27					106.70
<b>TOTAL RECOMMENDATION</b>										<b>214.20</b>

CASE NO: 371.

JAPANESE PROPERTY CLAIMS COMMISSION.

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

IN THE MATTER OF THE CLAIM OF  
FUSAJIRO OBAYASHI.

PROCEEDINGS AT HEARING.

IN THE MATTER OF THE "INQUIRIES ACT"  
PART 1, REVISED STATUTES OF CANADA 1927, CHAPTER 99.

JAPANESE PROPERTY CLAIMS COMMISSION

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

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

IN THE MATTER OF THE CLAIM OF  
FUSAJIRO OBAYASHI.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

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

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

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A. WATSON, Esq., Secretary.  
D.J. HANDFORD, Esq., Official Interpreter.  
G. HAMBLETON, Esq., Official Reporter.

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F. Obayashi,  
In Chief.  
Discussion.

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

THE COMMISSIONER: Yes.

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

10 MR. FISHER: There are certain amendments to the claim form, my lord. The total for the real estate is \$2350.00, the credit \$1900.00. There is one amendment on the back, my lord, from \$210.00 the figure is changed to \$190.00, and the credit is \$26.80, leaving a net there of \$338.20, which is to be added to the \$450.00 from the other page.

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

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

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

20 MR. FISHER: That is correct.

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

THE COMMISSIONER: Yes.

DIRECT EXAMINATION BY MR. FISHER:

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

F. Obayashi,  
In Chief.

real estate form of yours and you have signed it.

Is it now true and correct? A: Yes.

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

(STATEMENT MARKED EXHIBIT NO. 1).

Q Likewise with regard to the chattels of the barber shop and household chattels and those of yourself and your wife --

A: Yes, those are correct facts.

MR. FISHER: Exhibit 2, my lord.

10 (STATEMENT MARKED EXHIBIT NO. 2).

MR. FISHER: Now, on behalf of my learned friend I file a valuation by J.R. Reid & Company, a valuation of February 14th, 1944, \$1900.00. The 1944 assessed values are given at \$1615.00 and \$1200.00 for a total of \$1815.00. Now the sale of this property was effected for \$1900.00. Have you something with the date on it?

MR. HUNTER: Yes, 7th of November, '44, my lord.

MR. FISHER: Speaking to the realty, my lord, this was a  
20 property at 1661 2nd Avenue West, Vancouver, B.C., which is in the vicinity of Burrard Street between Granville and Burrard on 2nd. There was a store at the front which this man used as a barber shop. There is living accommodation right in the back of the store and a series of two storey cabins. In other words, they must have had separate entrances and a person not only had a room on the ground floor but one up above. I believe there are five in all totalling 15 rooms and there was a small house at  
30 the rear.

F. Obayashi,  
In Chief.  
Discussion.

The notable comments with regard to arriving at a value of it, the Custodian had an offer of a rental at \$600.00 for a two year period or a rental of \$25.00 per month, and the tenant was to do considerable repairing that had been ordered by the building inspector, and the tenant first lined up was apparently willing to do ~~sbis~~. Subsequently he apparently backed out. Practically an identical arrangement on a monthly basis was made with another tenant.

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THE COMMISSIONER: What is the meaning of the reference at the end of Exhibit 1 to the effect that it was repurchased by Sewa Singh for \$1990.00?

MR. FISHER: Yes, I meant to bring that out, my lord. This man, as you will notice up higher, where he lists the cost price, \$3500.00, and you will notice over on ~~te~~ top right corner that he bought on June 2nd, 1927, at the top right hand corner where it shows the date of purchase --

20 THE COMMISSIONER: Yes.

MR. FISHER: He bought it for \$3500.00 from Sewa Singh, the man involved here. By the time of the sale of the place, I believe the mortgage and everything had all been cleaned up and Sewa Singh again stepped into the picture. I would ask my learned friend if he would produce a couple of letters in that regard. In the first instance he made an offer of \$1800.00 by letter, Simpson, MacPherson Limited, and shortly thereafter in a further letter they offered \$1900.00. I think it should be noted that

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F. Obayashi,  
In Chief.  
Discussion.

in my learned friend's file the letter from the Custodian to Simpson-MacPherson's is missing.

It may be that it is probably in the master file, but he has it in his file with him today. I think it must be quite obvious that the Custodian wrote and said this had been valued at \$1900.00 and "If you raise your offer \$100.00 you can have it".

MR. HUNTER: I don't think that is the exact wording, my lord.

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

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

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

(LETTERS MARKED EXHIBIT NO. 4).

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

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

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(ANALYSIS MARKED EXHIBIT NO. 5).

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

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\$190.00 for the next block.

THE COMMISSIONER: Yes.

MR. FISHER: Those are his valuations. In the column at the right, my lord, where it says, "No record at any time", I have again inserted some figures which total \$255.00.

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

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

MR. HUNTER: A letter to whom?

MR. FISHER: To the claimant.

20 MR. HUNTER: Yes.

MR. FISHER: This will be Exhibit 6, my lord. I would like to bring out the contents without necessarily being bound by them, as part of the case. I will read the relevant parts of it. (Reading). "After your evacuation . . . and the contents removed". Then they go on to say that lawlessness is very prevalent in the area. I will ask to file that letter. I will let my learned friend look at it for a minute to see if there is anything  
30 further.



MR. HUNTER: I have read that.

(LETTER MARKED EXHIBIT NO. 6).

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

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

THE COMMISSIONER: Yes.

MR. FISHER: There was a slight reduction, my lord, in the credit, if you recall, on the claim. I only gave the Custodian credit, I believe, for \$26.80.

THE COMMISSIONER: Yes.

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

20 That is the case, my lord.

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

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

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

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

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

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

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

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

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

MR. FISHER: Bhol Singh was the tenant.

CROSS-EXAMINATION BY MR. HUNTER:

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

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

30 Q And was the tenant your tenant or your wife's tenant?

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

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

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

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

Q Your wife declared them, didn't she?

10 A Yes.

Q Were they your wife's property or did they belong to you? A: I can't say

that they were mine or my wife's; they belonged to both of us.

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

A Yes, I was at the road camp.

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

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

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

Q And you never heard of Mr. Bhola?

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

MR. HUNTER: Is it Bhola Singh?

MR. FISHER: Yes.

MR. HUNTER: I see.

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

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

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

Q He was using all the rooms, was he?

A He was using one room upstairs.

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

A No, I don't think so.

Q Didn't you lease him the whole house or the whole building? A: He was only

20 authorized to occupy the one room upstairs. He was authorized to use one room at the back.

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

Q How much was the rent?

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

Q Well he was a real caretaker, was he?

A Yes.

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

A Yes.

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

THE COMMISSIONER: Thank you.

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

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

Q When did you learn that Bhola Singh had left your house? A: About a year

10 after I left. I heard it more or less by rumour.

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

THE COMMISSIONER: All right, that is all.

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

THE COMMISSIONER: Yes, that might well be.

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

20

THE COMMISSIONER: Yes.

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

THE COMMISSIONER: Yes.

MR. FISHER: That is all.

30

(PROCEEDINGS ADJOURNED SINE DIE)  
Certified a true and accurate transcript.

*Gordon Hambleton*

"G. HAMBLETON"

Official Reporter.

main base 371

IN THE MATTER OF a Commission to Investigate Claims of Japanese Canadians for Property Losses.

The

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

ACKNOWLEDGED

NOV 20 1947

File No 11749

Nelson

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

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

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

(3) Present Address NAKUSP. B.C.

(4) REAL ESTATE  
(a) Street Address (if any) 1661 2ND AVE WEST. VANCOUVER BC.  
City or Municipality, Province

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

(c) Type of Real Property (cross out words which do not apply):  
(i) ~~Farm~~  
(ii) Residence Type of business BARBER & RESIDENCE  
(iii) Business  
(iv) Any other type of property (describe)

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

(e) Fair market value at date of sale (estimate this to the best of your ability):  
(i) Land - - - - - \$ 1350<sup>00</sup> 2350 -  
(ii) Buildings - - - - - \$ 1500<sup>00</sup> 1900  
(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - \$ 312<sup>00</sup> 450 -  
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - - - - - \$ 3162<sup>00</sup>  
(v) Amount at which Custodian sold property and credited your account - - - \$ 1251<sup>03</sup>  
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - \$ 1910<sup>37</sup> 450 -

T. Shumaike & J. Calvert  
amended  
HJB

(5) PERSONAL PROPERTY  
(a) Place or places at which property was left by the claimant at date of evacuation 1661 2ND AVE WEST.  
(b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.) HOUSE.  
(c) How stored or packed at time of evacuation BARBERS EQUIPMENT LEFT IN STORE  
KEYS LEFT WITH CUSTODIAN - PERSONAL PROPERTY LEFT IN ONE ROOM  
UPSTAIRS.

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

IN NO ONES CARE (CUSTODIAN)

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

- |   |                    |                             |
|---|--------------------|-----------------------------|
| 1. <u>BLINDS-TABLE-CARPET-STOVE-TANK-</u>         | Estimated Value \$ |                             |
| 2. <u>CABINET-DISHES-TRAYS-CROCKERY</u>           | Estimated Value \$ | <u>175<sup>00</sup></u>     |
| 3. _____  | Estimated Value \$ |                             |
| 4. <u>SINGLE BED-3 DOUBLE BED. CLOSET-DRESSER</u> | Estimated Value \$ |                             |
| 5. <u>CARPET-GRAMAPHONE-RECORDS-CHAIRS</u>        | Estimated Value \$ |                             |
| 6. <u>BICYCLE-PICTURE FRAME. ELECTRIC GOODS</u>   | Estimated Value \$ | <u>210<sup>00</sup> 190</u> |
| 7. _____  | Estimated Value \$ |                             |
| 8. _____  | Estimated Value \$ | <u>2680</u>                 |
| 9. _____  | Estimated Value \$ |                             |
| 10. _____   | Estimated Value \$ |                             |

TOTAL CLAIM FOR PROPERTY LOSS \$ 3850 338<sup>20</sup>

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

(f) Total claim including real and personal property (this figure can be arrived at by adding items 4(f) and 5(e) - - - - - \$ 2295.37 788<sup>3</sup>

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

NEW DENVER

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

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

DOMINION OF CANADA )

of )

TO WIT: )

I,  
of

NAKUSP.

of the

in the PROVINCE OF BRITISH COLUMBIA.

DO SOLEMNLY DECLARE THAT:

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

DECLARED before me at the Law

of NAKUSP

in the Province of British Columbia

this 14th day of November

A.D. 1947.

J. Obayashi  
A Commissioner &c.

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

Obayashi, Fusajiro  
(Claimant's Name)

REAL ESTATE  
(Other than farm)

02436  
Reg. No.

Barber shop - Apartment cabins  
+ small house at 1661 - 2nd Ave. <sup>W.</sup> Vancouver B.C.

Type of Premises (e.g. House, Store, etc.)	No. of Rooms	Type of Finish	Use of Premises	Size of Lot	When Purchased	Date of Purchase
Store and Apartment Broken up in 2 Room suites with upstairs and downstairs	15 rooms.	Wooden Bldg.	Barber Shop in front Residence + Apt. in rear	25 ft. 110 ft.	1927	Jan 2nd 1927
	small house at back.					Vendor Sewa Singh
Type of Locality	Cost Price	Improvements made by Claimant	Estimated Value Date of Sale			
1661 West 2nd Ave., near Kitsilano Beach 2 blocks from Car Line	\$3,500.00	Roof repaired every year Walls repaired; rafters repaired	\$2,850.00			
	(1941 City assessments Bldg \$1350 <sup>00</sup> Land \$450 <sup>00</sup> )		- 500.00 on Bldg			
			2350.00			

Comments re upkeep of premises:

These two room and three room cabins were rented at low rents, but I kept them in good repair. Conceder veranda and Foundation under walk not in very good condition, had fixed once myself. Since purchase; back house reshingled; retarred roof of Apt Bldg. Foundation under house had been repaired.

J.R. Reid Co, valuation makes no reference to five room cabin at rear. It is two storeys and makes no reference to barber shop.

Note - Custodian had an offer of rental of \$600<sup>00</sup> for two years and tenant had agreed to repair as per building Inspector's Order, subsequently rental at \$75<sup>00</sup> per month and tenant agreed to repair. Note: City assessment: Feels lot properly valued, willing to see building down \$500<sup>00</sup>. Note: Repurchased by Sewa Singh for \$1900<sup>00</sup>.

EXHIBIT No. 371-1  
DATE 10 mar 1948  
FILED BY a. Fisher.

J. Obayashi

SIGNATURE



Obayashi, Fusajiro

(Claimant's Name)

PERSONAL CHATTELS

02436

Reg. No.

Claim on behalf  
of self + wife.  
Tosi.

Contents of House, cabins, and barber shop  
at 1661 - 2nd Ave W. Vancouver B.C.

Description of Major Items  
(and particularly of goods  
lost, stolen or destroyed)

Approximate  
Date Purchase

New or Used  
When Purchased

Price Paid

Condition when  
Evacuated

Estimated value  
at Date of Evacuation

set out in 1st. 2 parts of left column of Chattel Analysis  
sheet of Custodian. I have also set out in pencil in  
a further column, the prices that I feel should have  
been obtained or that the goods should ordinarily have  
sold for having regard to their condition

Total Claimed \$365.<sup>00</sup>

Description of Storage of Goods:

One Bhola Singh took over as tenant to look  
after property. Because building condemned shortly  
thereafter he vacated. Myself + wife had left by this time and I  
believe the custodian should have taken possession or

General Statement as to Chattels not Described above:

put in a caretaker. Custodian's letter of March 17/43  
indicates they were aware of vacancy. Majority of my  
goods were apparently stolen + they were vested in  
the custodian at that time. These Total \$255.<sup>00</sup>

Additional Comments, if any:

EXHIBIT No. 371-2  
DATE 10 Mar 1948  
FILED BY a. Fisher

F. Obayashi

SIGNATURE



J. R. REID  
NOTARY PUBLIC

GENERAL INSURANCE

515 GRANVILLE STREET  
VANCOUVER, CANADA

February 14th, 1944.

EXHIBIT No. 371-3  
DATE 10 mar 1948  
FILED BY a. Fisher

#308

1661 West 2nd Ave.

This property comprises a 25 ft. lot on which is erected a wooden building converted into 3 suites of 5 rooms.

There are 2 showers and 2 toilets. No basement, and the suites are heated by stoves.

Valuation \$1,900.

Rec'd	OCT 24 1944
File No.	11749
Ans	
Referred	<i>W. M. Arthur</i>

# SIMPSON-MACPHERSON, LIMITED

POINT GREY AND KITSILANO SPECIALISTS

REAL ESTATE, LOANS, RENTS

2549 ALMA ROAD

INSURANCE, CONVEYANCING

VANCOUVER, B. C.

October 24, 1944.

EXHIBIT No. 371-4  
 DATE 10 mar 1948  
 FILED BY a. Fisher

Office of the Custodian,  
675 West Hastings St.,  
Vancouver, B. C.

Attention Mr. Douet.

Dear Sir:

Re: 1661 West 2nd Avenue  
Your file #11749.

*bat 308.*

Further with reference to our letter dated October 4th in which our offer of \$1800.00 was made and rejected in your letter of October 6th by the Custodian.

Mr. Sewa Singh has re-considered this matter and handed us his cheque in the amount of \$1900.00 which we are enclosing herewith.

The offer is \$1900.00 subject to adjustment of taxes, water rates and insurance as at November 1st, 1944.

If you will kindly place this before your committee at the earliest opportunity and if acceptable we can then secure the amount of the adjustments from you.

Yours very truly,  
SIMPSON-MacPHERSON, Limited,

Per *[Signature]*

CM:LC  
Encl.

# SIMPSON-MACPHERSON, LIMITED

POINT GREY AND KITSILANO SPECIALISTS

REAL ESTATE, LOANS, RENTS

2549 ALMA ROAD

VANCOUVER, B. C.

EVACUATION SECTION	
OCT 5 1944	
File No.	11749
Ans.	<i>[Signature]</i>
Referred	<i>[Signature]</i>
INSURANCE, CONVEYANCING	

October 4, 1944.

Ex 371-4

Office of the Custodian,  
675 West Hastings St.,  
Vancouver, B. C.

Attention Mr. Douet.

Dear Sir:

Re: 1661 West 2nd Avenue,  
Catalogue #308, your file 11749.

We are enclosing herewith our cheque in the amount of \$100.00 on behalf of <sup>Seena</sup> ~~Seawa~~ Singh of 1677 West 2nd Avenue who wishes to make the following offer on the aforementioned property: Purchase price to be \$1800.00, cash, of which this deposit shall form a part, subject to all adjustments of taxes, rent and insurance.

We trust you will place this before your Committee at the earliest possible date and immediately upon acceptance the balance of the cash price will be paid. This sale is subject to our commission of 5%.

Yours very truly,  
SIMPSON-MacPHERSON, Limited,

Per *[Signature]*

CM:LC  
Encl.

# ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 11749

EXHIBIT No. \_\_\_\_\_

NAME OBAYASHI, Fusajiro

REG. No. 02436

DATE  
OBAYASHI, Tose (Mrs. F.)  
DECLARATION Aug. 18/42  
EVACUATION Sept. 4/42

INVENTORY  
TAKEN BY \_\_\_\_\_  
DATE \_\_\_\_\_

DETAILS OF CLAIM

SALES

AUCTION

TENDER &c

SOLD WITH REAL PROP.

DECL. NOT FOUND

Personal property was declared by Fusajiro OBAYASHI's wife, Tose OBAYASHI, File 12296.  
2 barber chairs  
1 electric clipper  
1 cash register  
3 parlor tables  
1 kitchen stove  
1 kitchen table  
1 box of dishes (platters)  
2 big mirrors  
1 sink  
1 cabinet  
1 carpet  
2 kitchen cabinets  
1 box of dishes  
1 box of trays (6)  
1 table  
6 flower pots  
6 blinds  
1 tank  
2 lacquer picnic boxes  
5 flower vases  
These things (above) have been left in the store at 1661 W. 2nd Ave., and the key will be brought to Custodian.

Letter dated Jan. 21/43 written by Mr. Spain.  
2 barber chairs  
2 large mirrors  
5 boxes (contents unknown)  
1 small cabinet  
2 large dishes  
2 Or 3 pieces old water hose  
1-10 gal crock  
2-2 gal. crocks  
1- 1 gal. crock  
3 or 4 - 6 gal. wooden tubs  
1 heating stove.

Barber equipment left in store. Personal property left in 1 room upstairs at 1661 West 2nd Ave.  
1. Blinds  
2. Table  
3. Carpet  
4. Stove  
5. Tank  
6. Cabinet  
7. Dishes  
8. Trays  
9. Crockery  
10. Single bed  
11. 3 double bed  
12. closet  
13. dresser  
14. carpets  
15. gramophone  
16. records  
17. chair  
18. bicycle  
19. picture frames  
20. electric goods

175.00

210.00

385.00

2 Barber Chairs  
2 Mirrors  
Furniture  
Misc. Goods

4.00  
21.50  
1.10  
4.20  
38.10

Recap of Claim:

\$385.00 sold for \$8.40

Sales not related to Claim: \$29.70

1 single bed  
1 dressing table  
3 tables  
1 bicycle & carrier  
1 box of Xmas. ornaments  
3 double beds  
4 blinds  
1 gramophone  
5 picture frames  
1 closet  
1 carpet  
11 chairs  
1 wash basin  
These things have been left in one room upstairs in house at 1661 W. 2nd Ave.  
1 big De Forrest Radio, 1938 model. Taken over by R.C.M.P.

letter from Fusajiro OBAYASHI rec'd Feb. 8/43 reveals further chattels

1 carpet  
1 sofa  
2 chairs  
big clock  
one small cabinet  
1 large cabinet  
3 more beds complete  
2 8 gal crocks  
2 6 gal crocks  
bamboo cabinet  
wooden tubs  
3 or 4 prs. ice skates  
2 loads of wood  
lumber

*Claimants Valuations*

5 -  
5 -  
38 -  
35 -  
20 -  
50 -  
10 -  
5 -  
15 -  
175.00  
5 -  
30 -  
5 -  
20 -  
10 -  
5 -  
50 -  
25 -  
10 -  
15 -  
190  
365.00

*Malagany not a picture*

*- 2 Barber*

EXHIBIT No. 371-5  
DATE 10 Mar 1948  
FILED BY a Fisher

SALES	TENDER &c	SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NO ACCOUNT, THEFT &c	UNSOLD	REMARKS
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*Claimants Valuations*

50	5 -		X	5 -				
	5 -		X	5 -				
	30 -		X	30 -				
	35 -							
	20 -	<i>matogany not a furniture</i>	X	20 -				
	50 -			50 -				
80	10 -			10 -				
	5 -		X	15 -				
	15 -	175 -					135 -	
	5 -		X	5 -				
	30 -		X	30 -				
	5 -		X	5 -				
	20 -		X	20 -				
	10 -		X	10 -				
	5 -		X					
	50 -	- 2 Barken				X		
	25 -		X	25 -				
	10 -		X	10 -				
	15 -		X	15 -				
		190					120 -	
		365 -					255 -	

Although practically all the goods listed in claim were reported to the Custodian by the wife of Fusajiro OBAYASHI before her evacuation, few of the items were found. The goods found were offered for sale at auction (Sept.28/44 & Sept.5/45) Gross sum realized from the sale of goods was \$38.10.

Fusajiro OBAYASHI reported to the Custodian on August 18/42, that the premises at 1661 W.2nd. Vancouver, would be rented to Mr.Bhola,1700 2nd., who would be responsible for the building.

The OBAYASHI family left the protected area on Sept.4/42. On Sept.25/42, the Chief Sanitary Inspector informed the Custodian that the premises had been placarded on account of defective plumbing, etc., and stated that the building was vacant. The tenant placed in his property by OBAYASHI had vacated, without notifying the Custodian, See letter to Mrs.& Mrs. OBAYASHI, March 17/43.

When Custodian representatives called to remove chattels from these premises, evidences of unlawful entry were found.

*Mackean  
Feb 20/48*

EXHIBIT No. 371-6  
DATE 10 mar 1948  
FILED BY a. Fisher

12296  
11749

March 17th, 1943

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

Dear Sir and Madam:-

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

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

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

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

Yours truly,

H. F. Green  
Protection Department

HFG:IF