





**CANADA**  
**DEPARTMENT OF THE SECRETARY OF STATE**  
**OFFICE OF THE CUSTODIAN**

ADDRESS ALL  
COMMUNICATIONS  
TO THE  
CUSTODIAN'S OFFICE

PLEASE REFER  
TO

FILE NO. ....

LL/EMM

Victoria Building,  
70 Connor Street,  
Ottawa 4, Ontario.

November 3, 1954.

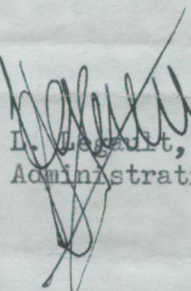
Dear Sir,

I enclose herewith copy of a letter  
received from Mrs. Rito Otsuji, Japan.

File No. 16756 Vol. I discloses that  
this person was a depositor with the Japan Canada  
Trust Company Limited.

I would appreciate receiving any  
comments you care to make regarding this matter.

Yours very truly,

  
L. Legend,  
Administrative Officer.

Mr. F. G. Shears,  
4615 West 9th Avenue,  
VANCOUVER,  
British Columbia.

*Handwritten:*  
X 1152  
\$9.98



DEPARTMENT OF THE SECRETARY OF STATE

August 27, 1954

CUSTODIAN  
ENEMY PROPERTY SECTION  
OTTAWA, CANADA

Dear Sir:

I, Rito Otsuji wish to inquire to you about the property I left in Canada.

On May 30, 1941 I left Vancouver, Canada for visit to Japan, as Canadian Citizen, but due to the war I was unable to return to Canada.

I purchased 83 rooms Hotel Strathcona, 53 W. Hasting St. Vancouver, B.C. Canada on January 20th 1940 from Mr. Pierre Paris who is the owner of Paris Shoe Manufacturing Co., in the same building. I paid a down payment and agreed with Mr. Paris to pay the remaining sum in monthly terms, so we made a contract to this agreement, we both sign this contract and registered at court house in Vancouver, B.C. Canada.

At the time I purchased the Hotel the rooms were in very poor condition, so I remodel all 83 rooms and spend my life saving in this hotel and brought it back to good condition, then I left for Japan leaving in care of my son to look after the hotel, but due to the war and that my son was a Japanese Race he was ordered to leave Vancouver to inland. Mr. Paris heard this and knew that I could no longer continue the business and the payment for the hotel, so Mr. Paris seize the hotel to make it legal for him to operate.

I wish to request to the Canadian Government, if I could get a adjustment for the lost during the war, it was my life savings, I work hard for this sum of money and now I am old, unable to work. It is hard for me to over look this, because thats what I work to have something when I get old. Now I have nothing.

I wish to request to you again as a free and honest people, please give a humanly thought and consider it, at your earliest date. Thankyou.

Very truly your,

*R. Otsuji*

Rito Otsuji

Mrs. Rito Otsuji  
Shiga-Ken  
Kanzaki-gun,  
Notogawa-cho,  
Tane #902  
Japan



DEPARTMENT OF THE SECRETARY OF STATE  
OFFICE OF THE CUSTODIAN

PHONE PACIFIC 6131

PLEASE REFER TO

FILE NO. \_\_\_\_\_

JAPANESE EVACUATION SECTION

506 ROYAL BANK BLDG.

HASTINGS AND GRANVILLE

VANCOUVER, B. C.

November 15th 1954

Mr L. Legault  
Administrative Officer  
Office of the Custodian  
Ottawa.

Dear Mr Legault.

Mrs Rito Otsuji

I find that Mr Pierre Paris, to whom Mrs Otsuji refers in the copy of her letter which you sent me, is still living at 53 West Hastings Street. I therefore decided to call upon him and see what information I might be able to gather from him.

I was unable to get anything very definite at my first interview. The matter goes back about fourteen years and Mr Paris said that he was not sure whether he could find any papers concerning the transaction. He has promised to see if he can find anything and in due course I will contact him again.

I am afraid that I have no actual recollection of this matter and I do not have anything here which has any bearing on it. I do notice that \$9.98 was a credit balance in her account in our File 1152. Have you looked at this File? It might be well for you to do so in case it refers in any way to this Stratchona Hotel deal. I think you will know that during the period between the declaration of war and the actual time when a person of the Japanese Race was actually evacuated, that he had full control over any property he owned and that the Custodian did not come into the picture until the time of actual evacuation unless prior to that date it had been turned over in a voluntary way by the Japanese. I think it is quite possible that we had absolutely nothing to do with this particular matter and may not have been given any information regarding it, ~~and that the~~ even by the son in whose care Mrs Otsuji says she left the property. She does not give her son's first name, you might try and locate his file in order to see if any reference is made to the Stratchona Hotel.

As soon as Mr Paris is ready to see me again I will contact him and let you know what he claims is his side of the story.

Yours very truly,

F.G. Shears



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**DEPARTMENT OF THE SECRETARY OF STATE**

OFFICE OF THE CUSTODIAN

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FILE NO. 16756 Vol. 5.

LL/EMM

Victoria Building,  
7 O'Connor Street,  
Ottawa 4, Ontario.

November 19, 1954.

*Mr. Christian*  
Dear Mr. Shears,

*39913 Jan 23 1940*  
Re: Mrs. Rito Otsuji.

I acknowledge receipt, with thanks, your letter of November 15, 1954 with reference to the above named person.

I have reviewed Vancouver Files Nos. 1266 and 1152 transferred under Custodian File No. 16756 Volume 5. There is very little information regarding the property, Strathcona Hotel, claimed by Mrs. Otsuhi.

I enclose herewith a copy of a memorandum signed by Mr. H. D. Campbell, dated October 23, 1942. This would appear to be the only document on file relating to the matter now under consideration.

Yours very truly,

*[Signature]*  
L. Legault,  
Administrative Officer.

Mr. F. G. Shears,  
4615 West 9th Avenue,  
VANCOUVER,  
British Columbia.

*Cond it Salve*



RE - OTSUJI, KIHAI

53 West Hastings Street, Vancouver, B. C. - 01352

YOUR FILE NO. 1266

1. On contacting the present operator of this rooming house, chattels of which were declared to your Office in a "JP" Declaration on the 30th of March, 1942, by the above Japanese, the only information I could obtain was that he had purchased same from Mr. P. Paris, the owner of the building, and that he had no knowledge of the previous Japanese operator.
2. I then called on Mr. Paris and was advised that the matter had all been settled with your Office back in the early spring and requested that I contact the Solicitor, Mr. Graham Ladner, for further details.
3. On getting in touch with Mr. Ladner I was informed that this property did not belong to Kihei Otsuji but to his wife, Rito Otsuji, who was visiting in Japan when war broke out.
4. He further informed me that the chattels of the rooming house business were sold to Rito Otsuji by P. Paris under a Conditional Bill of Sale and that at the time of originally contacting your Office, the Sale Agreement was very badly in default and, in addition, the rent for the premises was also several months in arrears.
5. Mr. Ladner took the matter up with Mr. Read and Mr. McPherson of your Office, and they advised him that they had no objection to him taking the normal recourse the Conditional Bill of Sale provided, under these circumstances, and he repossessed the chattels on behalf of his client.
6. In order, therefore, to complete your file in this case, I suggest that the Enemy Alien Section of your Office be contacted and the information which I have passed on to you, as above, be checked with their files in order to complete your records in this case.
7. I will appreciate hearing from you in due course, as a result of your investigation, whether I am to close my file in this case.

(SIGNED - H. D. CAMPBELL)

October 23, 1942.



CANADA

DEPARTMENT OF THE SECRETARY OF STATE  
OFFICE OF THE CUSTODIAN  
JAPANESE EVACUATION SECTION

PHONE PACIFIC 6131

PLEASE REFER TO

FILE NO. \_\_\_\_\_

~~FOR ROYAL BANK BLDG.~~  
~~HASTINGS AND GRANVILLE~~  
VANCOUVER, B. C.

~~4114~~ 4615 West 9th Avenue

Vancouver 8 B.C.

December 8th 1954

Mr Pierre Paris  
51 West Hastings Street  
Vancouver

re Mrs Rito Otsuji

Dear Mr Paris,

I spoke to Mr Binnington after I last saw you but although he remembers acting on your behalf he was not able to give me the particular information that is required.

The Conditional Sale Agreement which I saw at the Court House was dated 20 January 1940. The sale price was \$4000 and \$400 was paid in cash. The balance was payable \$50 each month with 7% interest. The items covered by the sale are listed in the agreement.

I would like to be able to advise Ottawa the number of months that she continued to make monthly payments before, as I understood you to say, she fell into arrears. In addition to the monthly payments for the furniture was she also paying you a rent for the use of the premises? I presume that she was and she may have been in arrears for this as well. In view of the fact that Mrs Otsuji went back to Japan before the outbreak of war with Japan, it would appear that you would be dealing with her son after she left. It would be appreciated if from your recollection and records you could supply some particular information in regard to the amounts she or her son actually did pay until they went into default and about how long after they were in arrears was it that you took action to recover the goods.

I have a further letter from Ottawa asking for this information and my reply. If you will gather the information I could drop around again. You may have some books, receipts or correspondence which would indicate the position of your account with her at the time Mr Binnington was called in. Who were the people that took over afterwards? Did you enter into some similar agreement with them the record of which might indicate the date when the change was made.

Thanking you for your co-operation

Yours very truly,

F.G. Shears

Former Director of the Office of  
The Custodian.

Telephone Alma 0817



EXHIBIT 3

Wife of Kichei

Pure Pass  
STW

The Buyer

① Saw gross absolute property of Seller until  
+ after + full & complete payment of purchase price. \$4000  
S.C.  
vs.

② Buyer paid to Seller on 12/1/40

PRÆCIPE

③ Balance 3600. + int 7%

—FOR—

payable \$50 months

pr on 20 day Feb 1940

Int due on balance @ rate aforesaid on unpaid balance  
with each instalment & prepaid on 20 day Feb each until

on full payment — Int vest in Buyer

good @ Risk of Buyer all loss or damage be borne by  
Buyer. & no such loss shall extinguish or diminish the  
liability.

Buyer agrees to keep fire insurance

all the goods chattels furnishings fittings & premises of  
at Steakhouse Hotel, 2415 1st St, Block

Solicitor for



May 4  
Sawyer  
day

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

# IN THE SUPREME COURT

Plaintiff,

AND

Defendant.

## REQUIRED

Singer Sew	41
D Rides	44
Mattress - single	40
- double	43
Recliner	138
- Slips	134
Shirts	158
Blankets	129
Spears	74
Comforter	32
Dresses	79
Cable	36
Chair	125
Condensation	21
Carpets	20
Mats	44
gun skins	15
- plates	10
Elco plates	1
Older Towels	41
Bath	40
Benches	5
Chair	4
Upholstery	4
Table	1

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

PRECEDENT

Solicitor for

★ 20M (100)-654-9587 (4)



cometh default shall be made in the payment of any of  
said payment, either on 1/2 or P. or Int as when same shall become  
due, payable according to their terms & conditions

S.C.

or should the Buyer at any time fail to do

VS.

observe or perform any of the terms, covenants,  
conditions herein contained or should Seller feel unsafe with

PRÆCIPE

respect to said goods or the unpaid balance of

the upon giving notice to the Buyer in —FOR—

that behalf, the whole of the balance of purchase price  
remaining unpaid shall immediately become due & payable

& in default of immediate payment the Seller shall be  
empowered to ~~take~~ possession of the said goods without  
writ or process of law as the Seller may elect & the

contract shall thereupon be become forfeited &  
determined @ the election of the Seller - & all sums due

heretofore paid by the Buyer shall be returned by the Seller  
as rent for the use of the said goods. but provided  
however that any such default on the part of the Buyer

Solicitor for

shall not operate to extinguish or diminish any liabilities  
of the Buyer hereunder - Provided further that the

Seller may upon taking possession of the aforesaid goods elect  
to resell the said goods & apply the proceeds of such sale  
first in payment of all costs & expenses of seizure & sale



No. ....

# IN THE SUPREME COURT

Plaintiff,

AND

Defendant.

REQUIRED

Amos 1  
Sage Chan 1  
Carl Ray 1

Dated this

28

★ 20M (100)-654-9587 (4)

Extra

Comptroller 5  
State 22  
Bell Tower 23  
Pulley Shop 5  
San T 8  
Lidia 11  
Bosman 2

day of

Solicitor for

, 19

Solicitor for

5



to the balance on the of the purchase price still  
remaining. and in case of any  
deficiency the Buyer shall upon notice  
immediately pay the amount of Purchase Price  
due remaining unpaid

S.C.

vs.

PRÆCIPE

Payment in full is a condition precedent to  
sale & transfer to Buyer

—FOR—

Dated 20 Jan 1948

Cur P

Robt O.

Wm Beckert

Van

Schultz

Solicitor for



No. ....

# IN THE SUPREME COURT

Plaintiff,

Defendant.

AND

REQUIRED

Dated this

day of

, 19

Solicitor for

★ 20M (100)-654-9587 (4)

35913

Cond. Post. & Sav.

Campbell Meredith  
Barker

800-344-6000

~~Memo~~

Chambers

13 months

5-22-1968

*[Signature]*

PRECISE

NO.

FOR

Referral for



Your File 16756 Vol 5  
LL/EMM

XXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX  
4615 West 9th Avenue  
Vancouver B.C.  
December 6th. 1954

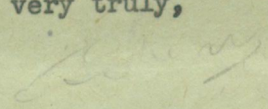
Mr L.Legault  
Administrative Officer  
Office of the Custodian

re Mrs Rito Otsuji

Dear Mr Legault.

Just a line to let you know that I still have  
the above matter in hand. I have been to the Court House and  
have seen Mr Paris again and am trying to arrange another appointment  
with him for some further information if possible. I would hope to  
report to you next week.

Yours very truly,

  
F.G. Shears.



CANADA

DEPARTMENT OF THE SECRETARY OF STATE

OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

PHONE PACIFIC 6131

PLEASE REFER TO

FILE NO. \_\_\_\_\_

506 ROYAL BANK BLDG.

HASTINGS AND GRANVILLE

VANCOUVER, B. C.

~~\$1.15~~ 4615 West 9th Avenue

Vancouver 8 B.C.

December 8th 1954

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51 West Hastings Street  
Vancouver

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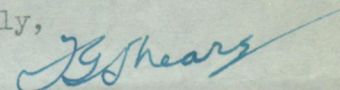
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Thanking you for your co-operation

Yours very truly,



F.G. Shears

Former Director of the Office of  
The Custodian.

Telephone Alma 0817



Telephone Marine 5835

Suite 524 Vancouver Block,  
Vancouver, B.C.

PIERRE PARIS, Esq.,  
51 West Hastings Street,  
Vancouver, B.C.

27th. May, 1942.

In Account With  
GRAHAM B. LADNER  
Barrister & Solicitor.

1942			
April -	Attg. you to receive instructions		
May	Attg. Messrs. Thomson and Jeppesen.		
	Drg. lr. setting out undertaking on receipt of \$500.00 deposit.		
	Numerous attendances on Otsuji		
	Numerous attendances on Custodian of Enemy property.		
	Numerous letters to Custodian of Enemy property.		
	Attg. Bailiff to give instructions and paid		\$25.00
	Drg. Lease		
	Attg. on execution		
	Drg. Conditional Bill of Sale		
	Attg. on execution		
	Attg. to receive Conditional Bill of Sale and paid messenger		.10
	Attg. to register Conditional Bill of Sale and paid		.50
	Lr. to Messrs. Smith & Smith enc. commission		
	Attg. you to make final adjustment		
	To my fee		50.00
	By payment to Smith & Smith		250.00
	Received	\$500.00	
	By cheque herewith		224.40
	Balance due me	50.00	
		\$550.00	\$550.00

This is my account herein.

*Graham B. Ladner*

*sign. 43  
May 28/42*

*Credit given,  
Mr. Ladner in  
his request.  
May 28/42  
sign. 43*



Otsuji. 20 Jan 1940  
Jeppesen 23 May 1942.

# CONDITIONAL BILL OF SALE

.....

## THESE PRESENTS WITNESS:

THAT PIERRE PARIS, of 51 West Hastings Street, Vancouver, British Columbia, hereinafter called the Seller, has delivered to

VIGGO JEPPESEN, Rooming House Proprietor and GEORGE THOMSON, Engineer, both of 53 West Hastings Street in the City of Vancouver, Province of British Columbia, hereinafter called the Buyers, the goods described in the Schedule hereunto annexed, under a contract of Conditional Sale, the terms and conditions of which contract of Conditional Sale are as follows; to wit:

1. SAID goods are now and shall remain the absolute property of the Seller until after the full and complete payment of the purchase price thereof, which purchase price is the sum of Five Thousand (\$5000.00) dollars.

2. THAT the Buyers have this day paid to the Seller on account of said purchase price, the sum of Five Hundred (\$500.00) dollars the receipt of which is hereby acknowledged.

3. THAT the balance of said purchase price, to wit: Forty-five Hundred (\$4500.00) dollars and interest thereon at the rate of ~~Seven~~ (6%) per cent per annum, payable at the rate of Fifty (\$50.00) dollars per month, the first of which said monthly payments shall be due and payable on the 1st day of June 1942. Interest shall be payable at the rate aforesaid on the unpaid balance with each instalment of principal on the 1st day of each and every month thereafter.

4. THAT on full payment of said balance of purchase price and interest, according to their terms, the title of said goods shall vest in the Buyers subject to the conditions herein contained.

5. THE said goods and every part thereof at all times while out of the possession of the Seller shall be at the risk of the Buyers, and all loss of or damage to said goods or any part thereof shall be borne by the Buyers, and no such loss or damage shall operate to extinguish or diminish any liability of the Buyers hereunder; and the Buyers further agree to keep the said goods insured in a sufficient amount in favor of the Seller to cover his interest at all times before the vesting of said title in the Buyers by the making of said payments as aforesaid.

6. THE BUYERS shall at all times while the said goods are in possession of the Buyers have the right to use the same for all uses and purposes for which said goods are designed.

7. SAID GOODS are described as follows, to wit:

ALL the goods, chattels, furnishings, fittings and effects, as set out in the Inventory hereunto attached, contained in, upon or about the premises known as "STRATHCONA HOTEL" and situate at 53 West Hastings Street, Vancouver, B.C. SAVE AND EXCEPT and NOT INCLUDING the Safe and Clock on the premises.



8. In case default shall be made in the payment of any of said payment, either on account of principal or interest, as and when the same shall become due and payable according to their terms and conditions, or should the Buyers at any time fail to do, observe or perform any of the terms, covenants or conditions herein contained, or should the Seller feel unsafe with respect to said goods or the unpaid balance of purchase price, then upon giving notice to the Buyers in that behalf, the whole of the balance of purchase price remaining unpaid shall immediately become due and payable and in default of immediate payment the Seller shall be empowered to take possession of the said goods with or without process of law, as the Seller may elect, and this contract shall thereupon be and become forfeited and determined at the election of the Seller and all sums theretofore paid by the Buyers shall be retained by the Seller as rent for the use of the said goods but provided, however, that any such default on the part of the Buyers shall not operate to extinguish or diminish any liability of the Buyers hereunder. Provided further that the Seller may upon taking possession of the aforesaid goods elect to resell the said goods and apply the proceeds of such sale first in payment of all costs and expenses of seizure and sale, and the balance on account of the purchase price still remaining unpaid and in case of any deficiency the Buyers shall upon notice immediately pay the amount of purchase price then still remaining unpaid.

9. Payment in full of the hereinbefore mentioned purchase price is a condition precedent to the sale and transfer to the Buyers of the above described goods.

10. Whenever the singular of the masculine are used in this document, the same shall be deemed to include the plural or the feminine, or the body politic or corporate; also the heirs, executors, administrators, successors and assigns of the respective parties hereto, where the context of the parties so require.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this 23<sup>rd</sup> day of May, A.D. 1942.

SIGNED, SEALED & DELIVERED  
in the presence of:

as to signatures of  
V. Jephson and P. Paris  
Seal of Notary  
Accountant

51 Hastings St. W.  
Vancouver, B.C.  
as to signatures of George Thomson

Geo. W. Duine  
53 Hastings St. W.

Viggo Jephson  
George Thomson  
Pierre Paris



# INVENTORY OF FURNITURE OF CONTENTS OF EACH ROOM OF THE HOTEL STRATH-

CONA, 53 WEST HASTINGS STREET, VANCOUVER, B. C.

Page 1 Room No.	Bed- steads	Mattress	Pillows	Dressers	Chairs	Carpet or Lino	Curtains	Sheets	Blankets	Bed- spreads	P. Slips	Towels	Comforter	Gas Stove	Couch	Vac. Cleaners	Tables	Settees	Hall Stand	Gas Plates
Lounge	1	1	1	1	7	1	2pr	1	1	1	1	1	1	1	1	1	1	4	1	1
104	1	1	1	1	3	1	1pr	1	1	1	1	1	1	1	1	1	1	1	1	1
104	1	1	1	1	1	1	1	2	3	1	1	1	1	1	1	1	1	1	1	1
105	1	1	1	1	1	1	1	2	2	1	1	1	1	1	1	1	1	1	1	1
106	2	2	2	1	2	1	1	2	2	1	2	1	1	1	1	1	1	1	1	1
107	1	1	2	1	2	1	1	2	1	1	1	1	1	1	1	1	1	1	1	1
108	1	1	2	1	1	1	1	2	1	1	1	1	1	1	1	1	1	1	1	1
109	1	1	2	1	1	1	1	2	2	1	2	2	1	1	1	1	1	1	1	1
110	1	1	2	1	1	1	1	2	2	1	2	2	1	1	1	1	1	1	1	1
111	1	1	2	1	2	1	1	2	2	1	1	1	1	1	1	1	1	1	1	1
112	1	1	1	1	1	1	1	2	2	1	1	1	1	1	1	1	1	1	1	1
113	1	1	2	1	1	1	1	2	2	1	1	1	1	1	1	1	1	1	1	1
114	1	1	1	1	1	1	1	2	2	1	1	2	1	1	1	1	1	1	1	1
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116	1	1	2	1	2	1	1	2	2	1	1	1	1	1	1	1	1	1	1	1
117	1	1	1	1	1	1	1pr	2	1	1	1	1	1	1	1	1	1	1	1	1
118	1	1	2	1	1	1	2pr	2	2	1	2	1	1	1	1	1	1	1	1	1
119	1	1	1	1	1	1	1pr	1	1	1	1	1	1	1	1	1	1	1	1	1
201	1	1	2	1	4	1	1pr	2	2	1	2	1	1	1	1	1	1	1	1	1
202	1	1	2	1	1	1	2pr	2	2	1	2	1	1	1	1	1	1	1	1	1
203-204	1	1	2	1	5	1	1	2	2	1	2	2	1	1	1	1	2	1	1	1
205	2	2	2	1	2	1	1	2	1	1	2	1	1	1	1	1	1	1	1	1
206	1	1	1	1	2	1	1pr	2	2	1	1	2	1	1	1	1	1	1	1	1
207	1	1	2	1	1	1	1pr	2	2	1	2	1	1	1	1	1	1	1	1	1
208	1	1	2	1	1	1	1	2	2	1	2	1	1	1	1	1	1	1	1	1
209	1	1	2	1	2	1	1	2	2	1	2	2	1	1	1	1	1	1	1	1
210	1	1	2	1	1	1	1	2	2	1	1	1	1	1	1	1	1	1	1	1
211	1	1	1	1	1	1	1	2	1	1	1	1	1	1	1	1	1	1	1	1
212	1	1	2	1	1	1	1	2	1	1	2	1	1	1	1	1	1	1	1	1
213	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
214	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
215 empty	1	1	1	1	1	1	1	2	1	1	1	1	1	1	1	1	1	1	1	1
216	1	1	1	1	2	1	2pr	2	1	1	1	1	1	1	1	1	1	1	1	1
217	1	1	1	1	2	1	1pr	2	1	1	2	1	1	1	1	1	1	1	1	1
218	1	1	2	1	1	1	1	2	1	1	1	1	1	1	1	1	1	1	1	1
219	1	1	2	1	1	1	1	2	1	1	2	1	1	1	1	1	1	1	1	1
220	1	1	2	1	4	1	2pr	2	2	1	2	1	1	1	1	1	1	1	1	1
303-304	1	1	2	1	1	1	1	2	2	1	2	1	1	1	1	1	1	1	1	1
Totals	35	36	56	34	65	37	18	58	45	30	49	31	9	4	1	1	10	4	1	5

## Summary of Page 1 and 2

- 76 Bedsteads
- 77 Mattresses
- 118 Pillows
- 74 Dressers
- 108 Chairs
- 77 Carpet or Lino.
- 31 pr. Curtains
- 128 Sheets
- 86 Blankets
- 64 Bedspreads
- 98 Pillow Slips
- 40 Towels
- 14 Comforters
- 14 Tables
- 9 Gas Plates
- 4 Gas Stoves
- 1 Couch
- 1 Vac. Cleaner
- 4 Settees
- 1 Hall Stand

Also other articles as listed at bottom of page 2.

Vancouver, B.C., May 1st, 1942

This is to certify that the present typewritten lists (2 pages each) are correct copies of the original inventory list as made by F.W. Thomas of Smith & Smith Real Estate of 990 Robson St., Vancouver, B.C. April 28th, 1942 in the presence of V. Jeppeson for the tenants and L. Roy for P. Paris. (Original inventory duly initialed by the said witnesses) is held in the file of P. Paris at 51 Hastings St. West, Vancouver, B.C.

PIERRE PARIS

Per

*Geo. A. Wervais*



STRATHCONA, 53 WEST HASTINGS STREET, VANCOUVER, B.C.

Page 2

Room No.	1	1	1	1	1	1	-	2	2	1	2	-	1	1	1
305	1	1	1	1	1	1	1pr	2	2	1	2	-	1	1	1
306	1	1	2	1	1	1	-	2	1	1	2	-	-	-	-
307	1	1	2	1	1	1	-	2	1	1	2	-	-	-	-
308	1	1	2	1	1	1	-	2	1	1	1	-	-	-	-
309	1	1	1	1	1	1	-	4	2	2	-	-	2	-	-
310	2	2	4	1	1	1	-	2	2	1	-	-	-	-	-
311	1	1	1	1	1	1	-	2	1	1	1	-	-	-	-
312	1	1	2	1	1	1	-	2	1	1	1	-	-	-	-
313	1	1	1	1	-	1	-	2	1	1	1	-	-	-	-
314	1	1	1	1	2	1	-	2	1	1	1	-	-	-	-
315	1	1	2	1	-	1	-	2	1	1	1	-	-	-	-
316	1	1	1	1	1	1	2pr	2	1	1	1	-	-	-	-
317	1	1	2	1	1	1	2pr	2	1	1	2	-	-	-	1
318	1	1	2	1	1	1	-	-	1	-	-	-	-	-	-
319	1	1	1	1	1	1	-	2	2	1	2	-	-	-	-
327	1	1	1	1	1	1	-	2	1	1	1	1	-	-	-
328	1	1	1	1	2	1	1pr	2	2	1	2	2	-	-	-
401	1	1	2	1	1	1	-	2	-	1	2	-	-	-	1
404	1	1	2	1	2	1	2pr	2	-	1	2	2	1	-	-
402	1	1	2	1	1	1	-	2	1	-	-	-	-	-	-
406	1	1	1	1	2	1	1pr	2	2	1	2	1	-	-	-
403	1	1	2	1	1	1	-	1	-	1	1	-	-	-	-
405	1	1	1	1	1	1	-	2	1	1	2	-	-	-	-
407	1	1	2	1	-	1	-	2	-	-	2	1	-	-	-
408	1	1	1	1	1	1	-	-	-	-	-	-	-	-	-
409	1	1	1	1	1	1	-	-	-	-	-	-	-	-	-
411	1	1	2	1	1	1	-	2	1	1	2	-	-	-	-
410	1	1	1	1	1	1	-	2	1	2	-	-	-	-	-
412	1	1	2	1	1	1	-	1	-	-	-	-	-	-	-
413	1	1	1	1	2	1	-	2	2	1	2	-	1	-	-
414	1	1	1	1	2	1	-	2	1	1	2	-	-	-	-
415	1	1	2	1	1	1	-	2	1	1	1	-	-	-	-
416	1	1	2	1	1	1	-	2	1	1	1	-	-	-	-
417	1	1	2	1	1	1	-	-	-	-	-	-	-	-	-
418	1	1	1	1	1	1	-	-	1	-	-	-	-	-	-
419	1	1	1	1	1	1	-	2	2	1	1	-	-	-	-
420	1	1	1	1	-	1	-	2	1	1	1	-	-	-	-
421	1	1	1	1	1	1	2pr	2	2	1	2	1	-	2	2
301	1	1	2	1	1	1	2pr	2	2	1	2	-	-	1	-
302	1	1	2	1	2	1	2pr	2	2	1	2	-	-	-	-
Lounge	-	-	-	-	7	1	2pr								
Totals	41	41	62	40	43	40	13	70	41	34	49	9	5	4	4
	Lounge, etc. belong to building.														

Furnace room tools, barrow, etc. belong to building.

At Laundry-6 bedspreads, 10 sheets, 10 pillow cases, 15 towels.

Bought 2 doz. towels-\$5.96 on April 25/42.

Transferred from Mr. Thompson's home to Hotel-8 sheets, 12 pillow cases, 2 bed spreads.

360 ft. hall runner (4 floors)

say 1 Cash Register

Law.



DATED

MAY, A.D.1942.

PIERRE PARIS

-to-

VIGGO JEPPESEN and GEORGE THOMSON

CONDITIONAL BILL OF SALE

GRAHAM B.LADNER  
Barrister & Solicitor,  
Suite 524 Vancouver Block,  
VANCOUVER, B.C.



XXXXXXXXXXXX  
XXXXXXXXXXXX

Your File 16756 Vol 5

4615 West 9th Avenue-  
January 26th. 1955

Mr. L. Legault  
Administrative Officer  
Office of the Custodian  
Ottawa.

Re. Mrs Rito Otsuji

Dear Mr Legault,

I am now able to write something further in regard to the above matter. After some searching I was able to inspect at the Court House a copy of the Conditional Bill of Sale which had been filed with them. The arrangements for the sale of the Rooming -house furniture by Mr Pierre Paris to Mrs Otsuji, followed the usual pattern and I made the following notes from the signed Agreement.

These Presents witness:-

That Pierre Paris.....herein called the seller,- has delivered to

Mrs Rito Otsuji, wife of Kâhei Otsuji...herein called the buyer the goods described in the Schedule hereto annexed, under a contract of Conditional Sale, the terms...as follows,--

1. Said goods...shall remain the absolute property of the Seller until the full and complete payment of the purchase price of \$4,000.00
2. That the buyer has this day paid to the Seller on account...the sum of \$400.00 the receipt of which is hereby acknowledged.
- 3 That the balance....\$3,600.00 and interest at rate of 7% per annum, payable at the rate of \$50.00 per month....the first payment due & payable on 20th February 1940. Interest payable at rate aforesaid.....
- 4 That on full payment.....the title shall vest in the Buyer..
- 5 That said goods....shall be at the risk of the Buyer & no loss or damage shall extinguish or diminish any liability....
- 6 Said goods described as follows---As set out in Inventory hereto.
7. In case of default shall be made in the payment of any of said payment, either on account of principal or interest, as and when same shall become due and payable according to the terms and conditions, or should the Buyer at any time fail to do, observe or perform any of the terms,..... or should the Seller feel unsafe with respect to said goods or the unpaid balance of purchase price, then upon giving notice to the Buyer, the whole



DEPARTMENT OF THE SECRETARY OF STATE  
OFFICE OF THE CUSTODIAN

of the balance. . .remaining unpaid shall immediately become due and payable and in default of immediate payment the Seller shall be empowered to take possession of the said goods with or without process of law, as the Seller may elect, and this contract shall thereupon be and become forfeited and determined at the election of the Seller and all sums theretofore paid by the buyer shall be retained by the Seller as rent for the use of the said goods but provided, however, that any such default shall not operate to extinguish or diminish any liability of the Buyer hereunder. Provided further that the Seller may upon taking possession of the aforesaid goods elect to resell the said goods and apply the proceeds of such sale first in payment of all costs and expenses of seizure and sale, and the balance on account of the purchase price still remaining unpaid and in case of any deficiency the Buyer shall upon notice immediately pay the amount of purchase price then still remaining unpaid.

The Agreement was entered into January 20th 1940. Mr Paris was unable to find any records showing the monthly payments that had been made. He did find however, an Account rendered and paid to Mr Graham B. Ladner, Barrister & Solicitor. I later called on Mr Ladner and while he only had a slight recollection of the case he was able to say that he had called at the Custodian's office and had been informed that no objection would be taken to his acting on behalf of Mr Paris in repossessing the Rooming-House furnishings. Mr Ladner's account included an item of \$25 which he had paid to a Bailiff and which he stated would indicate that Mr Paris was exercising his rights under the Bill of Sale to re-possess, due to the fact that failure on the part of Otsuji to carry out its terms.. Mr Paris had told me that the Bailiff was a Mr Binnington of Thompson and Binnington. I called on Mr Binnington and he remembered that he had received instructions to re-possess and did so in the usual manner. All of which means that as far as Mr Paris is concerned that he proceeded in an orderly manner, employing a lawyer and Bailiff to act for him.

I found that a similar transaction was entered into between Mr Paris and a Mr. Jeppesen on the 23rd May 1942 and that the consideration this time was for \$5,000.00 with a down payment of \$500. The terms were \$50 a month as before but the interest 6% instead of 7%. I do not know that much importance can be attached to the increase in the sale price as it could easily have been a matter of improved market conditions at that particular time. The summary of items of furnishings, consisting of Beds, Mattresses, Pillows, Dressers, Chairs etc. was very similar in this Bill of Sale to that of the one with Otsuji.

Mr Paris is emphatic in saying that Mrs Otsuji's claim to having spent money and improved the place was not in accord with facts. In fact he suggested that the Rooming-House was not gaining a very favourable reputation and was in a run down rather than an improved condition when it was being operated by the son.

This all ties in with the Report of the Custodian's Agent Mr H.D. Campbell which you have on File. I can only assume that Mr Edgar T. Read who was in charge of the office in the early part of 1942 had considered that in view of Mrs Otsuji being in Japan and the son carrying on until he was evacuated, that the Custodian would stand aside and allow Mr Paris to make new arrangements.

While at this distance away one cannot be too positive I do feel that perhaps an accounting should have been requested from



Mr Paris and perhaps something recovered for Mrs Otsuji at the time he made a new deal with Mr Jeppesen, on the other hand the recourse of the Seller in case of default, under the Conditional Bill of Sale was apparently very wide and Mr Paris had every right to protect himself, in fact it was likely he had to take quick action to protect his goods and to arrange for the carrying on of the Rooming house operations.

Apparently no claim was made at the time Mr Justice Henry Bird's Commission of Enquiry was set up. It was true that the claimant had to be a resident in Canada but in these circumstances the Commissioner might have been prepared to hear the evidence of the son who apparently was the actual operator.

I hope at least that my correspondence has presented the picture to you as far as I can reconstruct it, the attitude which the Custodian should take in reply to Mrs Otsuji will still be for you to decide. I think however that it could be said that the original agreement was with Mrs Otsuji and that she was in Japan at the outbreak of war. Mr Paris was apparently allowing her son to carry on and that when he became aware that he would be evacuated together with other persons of the Japanese Race, he should have endeavoured to make arrangements agreeable to Mr Paris for someone to carry on in his absence. Many Japanese who were operating business in Vancouver made arrangements with White people either to buy them out or to carry on operations for them and the Policy of the Custodian at that time in no way interfered with such arrangements, in fact the Japanese were encouraged to do all they possibly could to help themselves and rent their property before they were actually removed into the Interior of the Province.

I do not know whether this particular matter has been brought to the attention of Mr Wright. He would not know of the circumstances of this particular case as it was before he came to Vancouver but he might be able to advise as to what force and effect the Regulations would have, due to the fact that the Conditional Bill of Sale was involved a person who was residing in Japan.

I doubt if I can be of any further service but you will doubtless write again if anything occurs to you that I can do in this matter.

Yours very truly,

F.G. Shears